

LIBER

5 1 3

1267

BOOK 513 PAGE 1

267874

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0.00

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bernard Esterman

Address 11335 Empire Lane Rockville, MD 20852

2. SECURED PARTY

Name ATC Finance Co., Inc.

Address 503 Cooper Pkwy West, Pennsauken, NJ 08109

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 ATC Tele-Coin Pay Phone
- 1 Wood Booth

Located at: Dunkin Donuts
8053 Ritchie Hwy
Pasadena, MD
Serial #87040822

SEARCH FEE 11.00
FILING FEE .50
REGISTERED COPY FOR 716401
JUN 3 87
wl

(Ann Arundel County)

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Bernard Esterman
(Signature of Debtor)

Bernard Esterman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael W. Lewis
(Signature of Secured Party)

ATC Finance Co., Inc.

Type or Print Above Signature on Above Line

11/50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 494

Page No. 189

Identification No. 260159

Dated January 29, 1986

1. Debtor(s) The First Marine Group, Inc.
Name or Names—Print or Type
6B3 President Point Annapolis, Anne Arundel County, Maryland
Address—Street No., City - County State Zip Code 21403

2. Secured Party Baltimore Federal Financial, F.S.A.
Name or Names—Print or Type
300 East Lombard Street P. O. Box 116 Baltimore, Maryland
Address—Street No., City - County State Zip Code 21203

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
0055 801 116103
JUN 3 87
ue

Dated: April 1987

Baltimore Federal Financial, F.S.A.

Name of Secured Party

By: [Signature]

Signature of Secured Party

Senior Vice President

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Please return to Parks, Hansen & Ditch, Suite 1012
409 Washington Ave., Towson, Md. 21204

1050

STATE OF MARYLAND
FINANCING STATEMENT BOOK 513 PAGE 3
FORM UCC-1

Identifying File No. 287876

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 1, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EPSTEIN, Michael S. & Joyce B.

Address 334 Forelands Road, Annapolis, MD 21401

2. SECURED PARTY

Name CHELSEA GROTON SAVINGS BANK

Address 1 Franklin Square

Norwich, CT 06360

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 Jeanneau Model Sunshine 36'
Hull #IRISS339D585

Engine Yanmar 21 HP diesel Ser. #339G

Name and address of Assignee

RECORDING FEE 12.00
REGISTERED COPY PAID 116.03
JUN 3 87
we

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael S. Epstein
(Signature of Debtor)

Michael S. Epstein

Type or Print Above Name on Above Line

Joyce B. Epstein
(Signature of Debtor)

Joyce B. Epstein

Type or Print Above Signature on Above Line

David M. Hindle
(Signature of Secured Party)

David M. Hindle, Assistant Vice President

Type or Print Above Signature on Above Line

1750

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 2,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) Multiparts & Services, Inc. Address(es) 4700 Belle Grove Road
Baltimore, Md. 21225

6. Secured Party Maryland National Bank Address 7310 Ritchie Highway Suite 100
Glen Burnie, Md. 21061
Attention: Dolly Whitecotton (Mr. Clerk. Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

RECORD FEE 11.00
RECORD TAX 17.50
MORTGAGE .50
M: 7724 C055 R01 T16-12
JUN 3 87
WR

7. This Financing Statement covers the following property and all proceeds and products thereof including, without limitation, all proceeds of any insurance policies covering all or any part of such property
- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed to or is or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Multiparts & Services, Inc.
William Murphy, President (Seal)

_____ (Seal)

Secured Party
Maryland National Bank
Dolly S. Whitecotton (Seal)
Dolly S. Whitecotton, Assistant Branch Manager
Type name and title

MARYLAND NATIONAL BANK

75 1750 .50

513 05

SCHEDULE A

THIS SCHEDULE A is attached to and made part of a Financing Statement/
Security Agreement to Maryland National Bank from Multiparts & Services, Inc.

1 S-431551 Premier 612 basic telephone system

6 S-475131 Premier 612 telephones

2 S-475133 Premier 612 Handsfree

513-6

-7

#'s not used

6-3-87

513-6

-7

#'s not used

6-3-87

STATE OF MARYLAND

BOOK 513 PAGE 8

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 267878

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 8, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SCHEIBE, Howard E. & Joyce L.

Address 1036 Bell Avenue, Glen Burnie, MD 21061

2. SECURED PARTY

Name CHELSEA GROTON SAVINGS BANK

Address 1 Franklin Square

Norwich, CT 06360

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1974 32' Pacemaker FB SDN Hull #PAC324270774
Engine Crusader gas twin 220 HP

Includes all electronics & appurtenances

Name and address of Assignee

12.00
JUN 3 1987
wl

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Howard E. Scheibe
(Signature of Debtor)

Howard E. Scheibe
Type or Print Above Name on Above Line

Joyce L. Scheibe
(Signature of Debtor)

Joyce L. Scheibe
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

750

- To be recorded
- (1) in the Land Records of Anne Arundel County;
- (2) in the Financing Statement Records of Anne Arundel County; and
- (3) in the Financing Statement Records of _____ County
- Not subject to recordation tax
- Principal amount is \$ 265,000.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor: WILLIAM W. LARASH and GLORIA D. LARASH
- Mailing Address of Debtor: 1493 Crofton Parkway Crofton, Maryland 21234
2. Secured Party: STERLING BANK & TRUST CO., a bank and trust company organized and existing under the law of Maryland,
- Address of Secured Party: 106 Old Court Road Pikesville, Maryland 21208

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows,

ACCOUNT FEE 14.00
POSTAGE .50
JUN 4 1987 R01 T14:37
we

stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

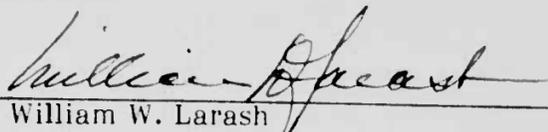
4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in the said deed of trust and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$ 265,000.00 . The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:



William W. Larash



Gloria D. Larash

Date: June 3, 1987

To the Filing Officer: After this Statement has been recorded, please mail the same to:

Ronald A. Baradel, Esq.
Council, Baradel, Kosmerl & Nolan, P.A.
P. O. Box 3323
Annapolis, Maryland 21403

CDF/03-16-87
9794X
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

BOOK 513 PAGE 12

FINANCING STATEMENT

by
WILLIAM W. LARASH and
GLORIA D. LARASH, Debtors

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

Lot 16, as shown on a plat entitled "Amended Plat 3 of 3, Belvoir, Section B", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 102, page 15.

267881

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 40,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

RECORDATION FEE 12.00
STAMP FEE .50

DEBTOR *
L&L Distributing, Inc.
T/A Party House
 (Name)
19971 Aircraft Drive
 (Address)
Germantown, Maryland 20874

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Ted A. Tetrick
 (Name of Loan Officer)
P.O. Box 1596
 (Address)
Baltimore, MD 21203

MAR 24 077 801 708:33

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

JUN 5 87

1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts Inventory, shall herein be called "Assets", (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

we

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
L&L Distributing, Inc. T/A Party ^{House} (Seal)
Bernard M. Levy (Signature)
Bernard M. Levy, President
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
L&L Distributing, Inc. T/A Party ^{House} (Seal)
Robert D. Long (Signature)
Robert D. Long, Vice President
 (Print or Type Name)

*Other Addresses:

- Free State Mall, 15552 Annapolis Rd., Bowie, Maryland 20715
- Ferry Hall Crossing Shopping Center, 8722 Belair Rd., Baltimore, Maryland 21236
- Westridge Square Shopping Center, 1059 W. Patrick St., Frederick, Maryland 21701

This is to certify that recording fees of \$143.00 has been paid to the State Department of Assessment and Taxation

18 50

267882

BOOK 513 PAGE 14

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es) WILLIAM D. MATTHEWS, JR. RIO VISTA TRL PK. LOT 38 LOTHIAN MD 20680		2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 BRITZ BLVD # 4045 WOODBRIDGE, VA 22191		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1978 SCHULTZ 70 X 14 SERIAL # 160190 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPOINTANCES THEREIN AND THEREON, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL		6 Assignee(s) of Secured Party and Address(es) <i>ME</i>		7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
8 Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner			

No. & Street	Town or City	County	Section	Block	Lot
10 This Statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)					

WILLIAM D. MATTHEWS, JR. GREEN TREE ACCEPTANCE INC.

By *W.D. Matthews* Signature(s) of Debtor(s) By *R. J. J. J.* Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY—NUMERICAL
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK

513 PAGE 15

Identifying File No. 267882

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated May 11, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wayne T. Bayly T/A Beetle Bayly Septic Service
Address 850 Evergreen Road, Severn, MD 21144

2. SECURED PARTY

Name Tucker Equipment Company
Address P.O. Box 340, Aberdeen, MD 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One EAGER BEAVER Flatbed Trailer
S/N 1120 HA20XHT200506

Name and address of Assignee

RECORD FEE 12.00
STAMPAGE .50
MAY 11 077 AM 1987 #39
JUN 5 87
we

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

12.50

Wayne T. Bayly
(Signature of Debtor)

Wayne T. Bayly
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D. Tucker II
(Signature of Secured Party)

Barclay D. Tucker II
Type or Print Above Signature on Above Line



STATE OF MARYLAND

BOOK 513 PAGE 16

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248475

RECORDED IN LIBER 464 FOLIO 410 ON August 5, 1983 (DATE)

1. DEBTOR

Name Karner, Gilbert O.

Address 7953 Pipers Path, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name CentraBank

Address P.O. Box 1316, Baltimore, Maryland 21203

RECORDED FEE 10.00
RECORDED BY 10842
JUN 5 87

ue

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p>1975 Bayline Victoria 27' #BLB634VC0475</p>	

Dated May 15, 1987

Mary Jo Shue
(Signature of Secured Party)

Mary Jo Shue, Asst. Vice Pres.
Type or Print Above Name on Above Line

15

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name D&R BACKHOE
Address 65 INDUSTRIAL PARK CIRCLE, WALDORF, MD. 20601

2. SECURED PARTY

Name ELLIOTT & FRANTZ, INC.
Address 450 E. CHURCH RD., KING OF PRUSSIA, PA. 19406

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

E8391 "THIS IS A LEASE TRANSACTION THAT ELLIOTT & FRANTZ HAS A SECURITY INTEREST IN THE RIGHT TO RECEIVE RENTAL PAYMENTS UNDER THE LEASE (AND ALL OTHER PAYMENTS) AND IN THE REVERSIONARY INTEREST IN THE UNDERLYING EQUIPMENT."

BADGER MODEL 666
S/N 202038

RECORD FEE 11.00
STAMP FEE .30
JUN 5 87 10:44

we

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

D&R BACKHOE
(Signature of Debtor)

Type or Print Above Name on Above Line
James W. Wilson
(Signature of Debtor)

Type or Print Above Signature on Above Line

ELLIOTT & FRANTZ INC.
(Signature of Secured Party)

Type or Print Above Signature on Above Line
CHARLES F. PALMER JR., TREASURER

1/50

SDATXMD
Clerk of Circuit Court
Anne Arundel Co., MD

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 490

Page No. 234

Identification No. 258676

Dated October 1, 1985

1. Debtor(a) { Autometric, Inc.
Name or Names—Print or Type
891 Elkridge Landing Rd., Suite #350, Linthicum, MD 21090
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
P.O. Box 1596, Baltimore, MD 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:



RECORDED FEE 24.00
STAMP FEE .50
SEARCHED OCT 10 1985
JUN 5 87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Attachment.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

24/50
Dated: 3/12/87

The First National Bank of Maryland
Name of Secured Party
✓ P. V. Lapointe
Signature of Secured Party
P. V. Lapointe V.P.
Type or Print (Include Title if Company)



SCHEDULE OF EQUIPMENT

Lessee: Autometric, Inc.

Attached to Equipment Lease Agreement
dated , 1987

Page No. 1 of 15 total pages

Approved by: *[Signature]*
(Lessee to initial each page)

Equipment located at:
1190 Winterson Road, Suite 470

Street No. State MD Zip 21090

City Linthicum County Anne Arundel

City State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Universal Shielding Corp. 10 W. Jeffryn Boulevard Deer Park, NY 11729 Invoice No. 6041	26		1 - USC-26 Radio Frequency Shielded Enclosure which consists of rigid modular wall, floor and ceiling panels in an integral framing system designed to provide a sound mechanical structure and low impedance RF joints, more fully described as follows: 1 - USC shielded room size 20x58x9 with isolated hangers from the parent ceiling with 1 - 3'x7' RCM door #154 and 1 - 6'x7' double door, RCM #154 Installation Freight Subtotal	\$ 62,858.00

SCHEDULE OF EQUIPMENT

Lessee: Autometric, Inc.

Attached to Equipment Lease Agreement
dated _____, 1987

Page No. 2 of 5 total pages

Approved by: JR Hardy
(Lessee to initial each page)

Equipment located at:
1190 Winterson Road, Suite 470

Street No. _____
City Linthicum Anne Arundel MD 21090
County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Universal Shielding Corp. 20 W. Jeffryn Boulevard Deer Park, NY 11729 Invoice No. 6041 (cont.)				
			Continental Cypher Lock to the single door on the shield room	
			Subtotal	\$ 1,950.00
			Electrical filters as described below:	
			2 - ULM-2x30	952.00
			4 - 1B62-2x30P	1,904.00
			10 - 1B62-5P	2,950.00
			6 - R-93T	1,195.00
			6 - 1B62-60P	3,096.00
			2 - 1B62-2x30	952.00
			3 - ULW225-60	3,615.00
			1 - ULM-2x30	476.00
			Installation	1,000.00
			Shipping	350.00
			1 - Cabinet with 4 - control filters	635.00
			1 - Airvent	150.00
			Subtotal	17,275.00
			INVOICE TOTAL	\$ 82,083.00

Lessee: Autometric, Inc.

Attached to Equipment Lease Agreement dated _____, 1987

Page No. 3 of 5 total page
 Approved by: [Signature]
 (Lessee to initial each page)
 Equipment located at:
1190 Winterson Road, Suite 470
 Street No. _____
Linthicum
 City _____
Anne Arundel MD 21090
 County State
 _____ Zi

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Airport Square Company Baltimore-Washington International, Airport Baltimore, MD 21240 Invoice No.: W60509	GN07		1 - F&I Raised Floor System Specifications are as follows: Manufacturer: Nevamar Laminated Floor Tile Catalog Number: MR-22 Color: Greige Matrix includes 20 perforated panels, 2 step wells and railings.	\$ 10,687.05
	GN08		1 - F&I Wallcovering in Screen Room and Storage Room Specifications are as follows: Manufacturer: Ozite Corporation Pattern: Fabra-tex Horizon Catalog Number: W1813 Color: Twillight	7,917.18
	EN04 EN05		3 - F&I Red Flashing Beacon Light 12 - F&I 4' Fluorescent Fixture Around Perimeter of Screen Room - 1 Lamp Wall Mounted	800.10 1,219.20

BOOK 513 PAGE 21

SCHEDULE OF EQUIPMENT

Lessee: Autometric, Inc.

Attached to Equipment Lease Agreement
dated , 1987

Page No. 4 of 5 total page:

Approved by: *J. G. Hardy*
(Lessee to initial each page)

Equipment located at:
1190 Winterson Road, Suite 470

Street No. MD 21090
Linthicum Anne Arundel
City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Airport Square Company Baltimore-Washington International Airport Baltimore, MD 21240	EN06		1 - F&I Halon System & Power Wiring	\$ 17,780.00
	EN07		1 - Power Wiring for Filters	6,350.00
	EN08		14 - F&I Adjustable Eyeball Lights & Trim	2,240.00
Invoice No.: W60509 (cont.)	EN09		14 - F&I 2'x4' 3 Lamp Fluorescent Fixture with Chrome 18 Cell Parabolic Lens	2,489.20
	EN11		2 - F&I Emergency Off Buttons	279.40
	EN12		2 - Power Wiring for Liebert Units	1,193.80
	EN13		2 - Power Wiring for Condensing Units	1,320.80
	EN14		1 - Power Wiring for P.D.U.	406.40
	EN15		1 - F&I 400 AMP Panel and Feeder	6,604.00
	EN16		1 - F&I 400 AMP C/T Cabinet & Meter	889.00
	EN17		1 - F&I 300 AMP Circuit Breaker	1,397.00

BOOK 513 PAGE 22

SCHEDULE OF EQUIPMENT

Lessee: Autometric, Inc.

Attached to Equipment Lease Agreement dated _____, 1987

Page No. 5 of 5 total page
 Approved by: J. P. [Signature]
 (Lessee to initial each page)
 Equipment located at:
 1190 Winterson Road, Suite 470
 Street No. _____
 Linthicum Anne Arundel MD 21090
 City County State Zi

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Airport Square Company Baltimore-Washington International Airport Baltimore, MD 21240 Invoice No.: W60509 (cont.)	MN01	116-541A 116-541B	1 - F&I Screen Room Hvac, as follows: Furnish and install two (2) Liebert Model FH-114A downflow computer room units complete with remote air cooled condensers and the following indoor unit mounted accessories: 12" high floor stand, condensate pump, liquitech dual compressors with four year extended parts warranty, temperature and humidity controls and unit mounted filters. Indoor unit color to be Heartstone #2-0500. Total nominal cooling capacity 15.0 tons including refrigerant piping and low voltage control wiring. Roof mounted condensers to be set on "thy" curbs.	\$ 55,683.15
Power Distribution, Inc. 2510 Professional Drive Richmond, VA 23235 Invoice No. 003885		1000-641	1 - Power Distribution Unit	\$ 117,256.28
			Freight	\$ 11,116.00
			Invoice Total	336.00
			Invoice Total	\$ 11,452.00
			TOTAL	\$ 210,791.28

BOOK 513 PAGE 23

267885

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):
Lessee:

Autometric, Inc.
Name or Names—Print or Type
5205 Leesburg Pike, Suite 1308, Skyline 1, Falls Church VA 22041
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:
Lessor:

Maryland National Leasing Corporation
Name or Names—Print or Type
502 Washington Avenue, Towson, Baltimore Co., MD 21204
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Attachments.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

Debtor(s):
Lessee:

X Secured Party:
Lessor:

(Signature of Debtor)
Autometric, Inc.
Type or Print
✓ Chester R. Harding, Jr
(Signature of Debtor)
CHESTER R. HARDING, JR
Type or Print

Maryland National Leasing Corporation
(Company, if applicable)
Robert D. Moore
(Signature of Secured Party)
Robert D. Moore, Vice President
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Terri Preston, Maryland National Leasing Corporation,
502 Washington Avenue, Towson, MD 21204
Luras Bros. Form F-1

RECORD FEE 29.00
LITIGATION .50
BALTIMORE CITY 801 108:55
JUN 5 87
Wd

29-50

Lessee: Autometric, Inc.

Lessor: Maryland National Leasing Corporation

The equipment leased pursuant to that certain Equipment Lease Agreement dated as of February 13, 1987, between Lessor, as lessor, and Lessee, as lessee (the "Lease") together with all accessions, substitutions and replacements thereof, and proceeds (including insurance proceeds) thereof (but without power of sale); more fully described on the attached schedule

The equipment leased pursuant to the Lease was purchased by Lessor from Lessee, as part of a sale-leaseback transaction.

THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED TO REPRESENT A TRUE LEASE

SCHEDULE OF EQUIPMENT

Lessee: Autometric, Inc.

Page No. 1 of 5 total pages

Attached to Equipment Lease Agreement
dated February 13, 1987

Approved by: _____
(Lessee to initial each page)

Equipment located at:
1190 Winterson Road, Suite 470
Street No. State MD Zip 21090
City Linthicum County Anne Arundel

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Universal Shielding Corp. 20 W. Jefryn Boulevard Deer Park, NY 11729 Invoice No. 6041	26		1 - USC-26 Radio Frequency Shielded Enclosure which consists of rigid modular wall, floor and ceiling panels in an integral framing system designed to provide a sound mechanical structure and low impedance RF joints, more fully described as follows: 1 - USC shielded room size 20x58x9 with isolated hangers from the parent ceiling with 1 - 3'x7' RCM door #154 and 1 - 6'x7' double door, RCM #154 Installation Freight Subtotal	

SCHEDULE OF EQUIPMENT

Lessee: Autometric, Inc.

Page No. 2 of 5 total pages

Approved by: _____
(Lessee to initial each page)

Attached to Equipment Lease Agreement
dated February 13, 1987

Equipment located at:
1190 Winterson Road, Suite 470

Street No. _____ State MD Zip 21090
City Linthicum County Anne Arundel

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Universal Shielding Corp. 20 W. Jefryn Boulevard Deer Park, NY 11729 Invoice No. 6041 (cont.)			Continental Cypher Lock to the single door on the shield room Subtotal	
			Electrical filters as described below: 2 - ULW-2x30 4 - 1B62-2x30P 10 - 1B62-5P 6 - R-93T 6 - 1B62-60P 2 - 1B62-2x30 3 - ULW225-60 1 - ULW-2x30	
			1 - Cabinet with 4 - control filters 1 - Airvent	
			Installation Shipping	
			Subtotal	
			INVOICE TOTAL	

BOOK 513 PAGE 27

SCHEDULE OF EQUIPMENT

Lessee: Autometric, Inc.

Page No. 3 of 5 total pages

Approved by: _____
 (Lessee to initial each page)

Attached to Equipment Lease Agreement
 dated February 13, 1987

Equipment located at:
1190 Winterson Road, Suite 470
Street No.
Linthicum Anne Arundel MD 21090
City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Airport Square Company Baltimore-Washington International Airport Baltimore, MD 21240 Invoice No.: W60509	GN07		1 - F&I Raised Floor System Specifications are as follows: Manufacturer: Nevamar Laminated Floor Tile Catalog Number: MR-22 Color: Greige Matrix includes 20 perforated panels, 2 step wells and railings.	
	GN08		1 - F&I Wallcovering in Screen Room and Storage Room Specifications are as follows: Manufacturer: Ozite Corporation Pattern: Fabra-tex Horizon Catalog Number: W1813 Color: Twilight	
	EN04 EN05		3 - F&I Red Flashing Beacon Light 12 - F&I 4' Fluorescent Fixture Around Perimeter of Screen Room - 1 Lamp Wall Mounted	

BOOK 513 PAGE 28

SCHEDULE OF EQUIPMENT

Lessee: Autometric, Inc.

Page No. 4 of 5 total pages

Attached to Equipment Lease Agreement
dated February 13, 1987

Approved by: _____
(Lessee to initial each page)

Equipment located at:
1190 Winterson Road, Suite 470
Street No.
Linthicum Anne Arundel MD 21090
City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Airport Square Company Baltimore-Washington International Airport Baltimore, MD 21240 Invoice No.: W60509 (cont.)	EN06		1 - F&I Halon System & Power Wiring	
	EN07		1 - Power Wiring for Filters	
	EN08		14 - F&I Adjustable Eyeball Lights & Trim	
	EN09		14 - F&I 2'x4' 3 Lamp Fluorescent Fixture with Chrome 18 Cell Parabolic Lens	
	EN11		2 - F&I Emergency Off Buttons	
	EN12		2 - Power Wiring for Liebert Units	
	EN13		2 - Power Wiring for Condensing Units	
	EN14		1 - Power Wiring for P.D.U.	
	EN15		1 - F&I 400 AMP Panel and Feeder	
	EN16		1 - F&I 400 AMP C/T Cabinet & Meter	
	EN17		1 - F&I 300 AMP Circuit Breaker	

SCHEDULE OF EQUIPMENT

Lessee: Autometric, Inc.

Page No. 5 of 5 total pages

Attached to Equipment Lease Agreement
dated February 13, 1987

Approved by: _____
(Lessee to initial each page)

Equipment located at:
1190 Winterson Road, Suite 470

Street No. _____ State MD Zip 21090
City Linthicum County Anne Arundel

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Airport Square Company Baltimore-Washington International Airport Baltimore, MD 21240 Invoice No.: W60509 (cont.)	MN01	116-541A 116-541B	1 - F&I Screen Room Hvac, as follows: Furnish and install two (2) Liebert Model FH-114A downflow computer room units complete with remote air cooled condensers and the following indoor unit mounted accessories: 12" high floor stand, condensate pump, liquitech dual compressors with four year extended parts warranty, temperature and humidity controls and unit mounted filters. Indoor unit color to be Heartstone #2-0500. Total nominal cooling capacity 15.0 tons including refrigerant piping and low voltage control wiring. Roof mounted condensers to be set on "thy" curbs.	
Power Distribution, Inc. 2510 Professional Drive Richmond, VA 23235 Invoice No. 003885		1000-641	1 - Power Distribution Unit	
			Freight	
			Invoice Total	
			Invoice Total	
			TOTAL	

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661
 Attention: Thomas D. O'Brien

RECORD FEE 13.00
 POSTAGE .50
 JUN 5 87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, encumbered, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

H. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any depository accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

I. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtor Jenkins Marine Motor Sales, Inc.

By: [Signature] (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

13/50

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
ARROW GLASS	FIESTA	654004382787
ARROW GLASS	COHO	654005250787
ARROW GLASS	COHO	654005240787

16575.30

267887

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661
 Attention: Thomas D. O'Brien

RECORD FEE 13.00
 POSTAGE .50
 014252 0777 801 109:09
 JUN 5 87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter added thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter added thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

we

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Jenkins Marine Motor Sales, Inc.

By: [Signature] (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

B. 80

SCHEDULE A

BOOK 513 PAGE 34

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
BARETTA	SUPERSPORT CC	MHP23847D787
BARETTA	SUPERSPORT CC	MHP23854D787
BARETTA	SPECIAL OB	MHP23840D787
BARETTA	SUPERSPORT CC	MHP23858D787
BARETTA	SUPERSPORT CC	MHP23866D787

267888

MARYLAND FINANCING STATEMENT

BOOK 513 PAGE 35

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE VIP Transport East, Inc.
7483 J Candlewood Road (Name or Names) Hanover, Maryland 21076
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Superior Service Corporation
Of LESSOR (Name or Names) Baltimore, Maryland 21234
2001 E. Joppa Road
(Address)

4. This financing Statement covers the following types (or items) of property:

One - Lanier Series VI Telephone System, e/w 5-EKT 5511 H 10 Key, Hands Free Telephone Sets, 1 - Central Office Interface

RECORD FEE 11.00
STAMP .50
\$16273 DTI BAL T09:10
JUN 5 87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

we

LESSEE
VIP Transport East, Inc.
By: Danny C Griffith (Title)
(Type or print name of person signing)
By: Danny C Griffith (Title)
President
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Mgr. (Title)
(Type or print name of person signing)
Return to:
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11/50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J.P. Smith, Co., Inc.
 Address P.O. Box 148 Edgewater, MD 21037

2. SECURED PARTY

Name L.B. Smith, Inc.
 Address P.O. Box 8658 Baltimore, MD 21240

RECORD FEE 11.00
 POSTAGE .50
 0116254 077 801 T09#14

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

JUN 5 87
W

One (1) O&K RH-9 S/N 95379 with all present and future attachments, additions, repairs, products and proceeds now owned or hereafter acquired

Secured not subject to recordation tax.

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

 (Signature of Debtor)

 Type or Print Above Name on Above Line

 (Signature of Debtor)
 J.P. Smith Co., Inc.

 Type or Print Above Signature on Above Line

Bruce Dean

 (Signature of Secured Party)
 Bruce Dean/Bus Mge

 Type or Print Above Signature on Above Line

11/50

267890

BOOK 513 PAGE 37

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Leo Patrick Mellendick, Jr.
7936 Homestead Court
Pasadena, MD 21122

TBC Financial Services, Inc.
103 Springer Building
Concord Plaza
3411 Silverside Road
Wilmington, DE 19810

RECORD FEE 11.00
#16289 DT7 801 T09:19
JUN 5 87

4 This financing statement covers the following types (or items) of property

All of Debtor's right, title and interest to certain Distribution Rights (The exclusive right to sell and distribute products manufactured and/or distributed by Tastykake, Inc.) as evidenced by a Bill of Sale and Distributor's Agreement granted to Debtor by Tastykake, Inc., Philadelphia, PA, which rights are located primarily in the County of Anne Arundel

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

By: Leo Patrick Mellendick, Jr.
Signature(s) of Debtor(s)

Title

By: [Signature] Asst. Treas.
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabet

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

267891

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es):
Chesapeake Academy, Inc. 1185 Baltimore Annapolis Boulevard
Arnold, Maryland 21012

6. Secured Party Maryland National Bank Address Department: Maryland National Bank
Attention Lisa Keller Post Office Box 987, Mailstop 500501
Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Chesapeake Academy, Inc.
 Debtor: Louise G. Sivy
 By: Louise G. Sivy-President (Seal)
 Type name and title, if any

Secured Party: Maryland National Bank
 By: Peggy A. Hall (Seal)
Peggy A. Hall-Assistant Vice President
 Type name and title

We

SCHEDULE A

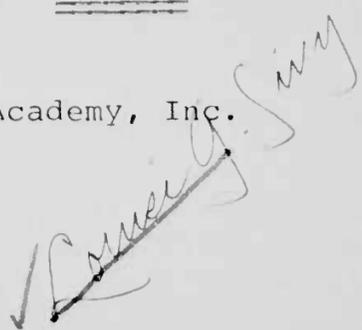
800 513 PAGE 39

Contracts covering school tuition for the school year 1987-1988 as follows:

Hume	\$4,100	Suriyachiwat	\$4,100
Kim	4,100	Yanon	4,100
Mundra	4,100	Morton	4,100
Schmidt	4,100	Fennessy	4,100
Staffel	4,100	Storch	4,600
Tilghman	4,100	Mundra	4,100
Wassif	4,100	Mann	4,600
Williamson	4,100	Manickam	4,600
Budd	4,100	Gore	4,600
Alavcom	4,100	Glasby	4,600
Kharod	4,100	Galebach	4,100
Giddings	4,100	Doh	4,600
Gronkiewicz	4,100	Cox	4,100
Hays	4,100	Kharod	4,300
Dukette	4,100	Smith	4,600
Frank	4,100	Prickett	4,600
Khandelwitz	4,100	Kim	4,600
Litty	4,100	Jones	4,600
Mays	4,100	Hollway	4,600
Prabharar	4,100	Gardon	4,600
Prickett	4,100	Greer	4,600
Riley	4,100	Cox	<u>4,000</u>

TOTAL OF 44 CONTRACTS TOTALING: \$178,800

Chesapeake Academy, Inc.



Louise G. Sivy, President

267892

BOOK 513 PAGE 40

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

Clellan & Judith Simmons
Severn MHP Lot 120
7959 Telegraph R.d
Severn, Md. 21144

2 Secured Party(ies) Name(s) and Address(es)

Eastern Homes
8291 Washington Blvd.
Jessup, MD. 20794

4 For Filing Officer: Date, Time, No. Filing Office



5 This Financing Statement covers the following types (or items) of property

The mobile home, manufactured by Skyline, year 85, model _____, L 64, W 14, Serial # 0267U, and all consumer goods, appliances, accessories, equipment and attachments now contained in the mobile home, and all accessories later affixed to mobile home, including proceeds and insurance proceeds of all of the foregoing.

6 Assignee(s) of Secured Party and Address(es)

P. S. F. S.
Consumer Lending Department
1234 Market Street—9th Floor
Philadelphia, PA 19107

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

8 Describe Real Estate Here.

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

RECORDING FEE 12.00

No. & Street

Town or City

County

Section

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the Debtor, or
- as to which the filing has lapsed, or already subject to a security interest in another jurisdiction
- when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean we
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

By Clellan & Judith Simmons
Signature(s) of Debtor(s)

By Eastern Homes
Signature(s) of Secured Party(ies)

(5-83)

FILING OFFICE COPY - NUMERICAL

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

12-90 (Required only if Item 10 is checked)

267833

FINANCING STATEMENT

To be recorded among the Financing Statement Records
of Anne Arundel County.

This Financing Statement evidences and publicizes the
lien and provisions of the Deed of Trust and Security Agreement
securing a debt in the principal amount of \$155,000.00 or so much
thereof as may be advanced. Recordation taxes have been paid to
the Clerk, Circuit Court of Anne Arundel County at the recording
of the aforementioned instrument.

NAME OF DEBTOR:

PHOENICIA ASSOCIATES,
a Maryland General Partnership

ADDRESS OF DEBTOR:

20 North Howard Street
Baltimore, Maryland 21201

NAME OF SECURED PARTY:

CENTRABANK, INC.

ADDRESS OF SECURED PARTY:

201 North Charles Street
Baltimore, Maryland 21201

1. This Financing Statement covers the following items of
property:

- 1044
10
- A. All personal property, construction materials, chattels
and equipment now or at any time hereafter owned by
Debtor and attached to or used in any way in connection
with the use, operation or occupancy of the herein
described premises and any and all buildings thereon or
to be erected thereon, all fixtures and chattels and
equipment, including, but without limiting the
generality of the foregoing, all plumbing, heating and
lighting apparatus, draperies, screens, storm windows
and doors, awnings, shrubbery, plants, boilers, tanks,
machinery, stoves, gas and electric ranges, ovens,

disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust and Security Agreement hereinafter mentioned.

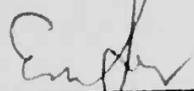
- B. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the real property described in the Deed of Trust and Security Agreement; including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises hereinafter described, and (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust and Security Agreement hereinafter mentioned, and (iii) all right, title and interest of Debtor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Assignment of Lessor's Interest in Leases and Guarantees of even date herewith.
- C. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust and Security Agreement hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust and Security Agreement at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

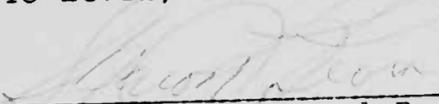
- D. Proceeds of the above described collateral.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, being known as 125-131 Mayo Road, Edgewater, in Anne Arundel County, Maryland and more fully described in and conveyed by Debtor in the Deed of Trust and Security Agreement, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust and Security Agreement and Assignment of Lessor's Interest in Leases and Guarantees constituting the Security Agreement to this secured transaction.

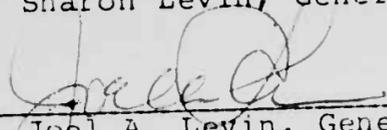
Dated: June 4, 1987

DEBTOR'S SIGNATURE:

PHOENICIA ASSOCIATES, a
Maryland General Partnership

By 
Eric Levin, General Partner

By 
Sharon Levin, General Partner

By 
Joel A. Levin, General Partner

Mail to
Mid.

FINANCING STATEMENT

~~XXX~~ subject to recordation tax

Taxable debt \$5500.00

1. Name of Debtor(s): Karen A. Anderson
Address: John G. Anderson
301 Burnside Street
P.O. Box 4087
Annapolis, Md. 21403

2. Name of Secured Party: Annapolis Bank and Trust Company
Address: P.O. Box 311
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:

MacIntosh SE Computer Serial #F7177N9
Laser Writer Plus Printer Serial #F720135

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

122
3850
10

Debtor(s):

Karen A. Anderson
.....
Karen A. Anderson
John G. Anderson
.....
John G. Anderson
.....

Secured Party:

.....
Annapolis Bank and Trust Company.
(Type Name of Dealership)

By *Linda P. Allen*
.....
(Authorized Signature)

.....
Linda P. Allen Branch Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

267895

FINANCING STATEMENT FORM UC 71

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name José Garcia Valdivia and Margaret Morris Garcia

Address 132 Black Oak Ridge Rd., Wayne, N. J., 07470

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St., Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 Celestial 48 Ketch, Hull NO. CEQ48015C85PRC with 1985 Lehman 61 hp diesel engine, serial no. 03150559

Anchorage: Pasadena, Md.

ASSIGNEE: Society for Savings
1290 Silas Deane Hwy.
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Margaret Morris Garcia
(Signature of Debtor)

José Garcia Valdivia
Type or Print Above Name on Above Line

Margaret Morris Garcia
(Signature of Debtor)

Margaret Morris Garcia
Type or Print Above Signature on Above Line

FIRST COMMERCIAL CORPORATION

James B. Cunningham
(Signature of Secured Party)

Type or Print Above Signature on Above Line

D-50

Anne Aronson
5/14/87

Anne Arundel - County Clk. STATE OF MARYLAND

BOOK 513 PAGE 46

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265147

RECORDED IN LIBER 506 FOLIO 129 ON 12/16/86 (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc.
P.O. Box 168
Address 2 Compromise Street, Annapolis, Maryland 21404

2. SECURED PARTY

Name Security Savings and Loan Association
18 Northeast Avenue
Address Vineland, N.J. 08360

RECORDED FEE 30.00
POSTAGE 1.50
SEARCHED 12777 80 12/16/86
JUN 5 87
ll

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 12, 1987

Hull # BKVY35121K687

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.)</p>

Dated May 12, 1987

Floyd R. Morris
(Signature of Secured Party)

Security Savings & Loan Association
Type or Print Above Name on Above Line

16.50

FINANCING STATEMENT

267836

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust and Security Agreement securing a debt in the principal amount of \$400,000.00 or so much thereof as may be advanced. Recordation taxes have been paid to the Clerk, Circuit Court of Anne Arundel County at the recording of the aforementioned instrument.

130621 (85)
1350

LAUNYER TITLE INSURANCE CORP.
114 ELLINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

NAME OF DEBTOR:

PRE-MIX INDUSTRIES, INC.
(a Virginia Corporation)

ADDRESS OF DEBTOR:

325 Lokus Road
Odenton, Maryland 21113

and

P.O. Box 1846
Chesapeake, Virginia 23320
Attention: Charles K. Jett, President

RECORD FEE 13.00
POSTAGE .50
BALTIMORE CITY PD 116-17
JUN 5 87
we

NAME OF SECURED PARTY:

United Virginia Bank

ADDRESS OF SECURED PARTY:

P.O. Box 2600
Norfolk, Virginia 23510
Attention: Vickie M. Beale, Vice President

Retained

1. This Financing Statement covers the following items of property:
 - A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens,

13
✓

disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust and Security Agreement hereinafter mentioned.

- B. All of the rents, royalties, issues, profits, revenues, income and other benefits of said premises, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all leases of said premises, or any part thereof, both now in existence and hereafter entered into, including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.
- C. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust and Security Agreement hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust and Security Agreement at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
- D. Proceeds of the above described collateral.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, being approximately 3.03 acres of ground more or less known as 325 Lokus Road, in Odenton, Maryland and more fully described in and conveyed by Debtor in the Deed of Trust and Security Agreement, recorded or to be recorded among the Land Records

of Anne Arundel County, Maryland, said Deed of Trust and Security Agreement constituting the security agreement to this secured transaction.

Dated: JUNE 4, 1987

DEBTOR'S SIGNATURE:

PRE-MIX INDUSTRIES, INC.
(A Virginia Corporation)

By: Charles K. Jett
Charles K. Jett, President

FINANCING STATEMENT

1. Name(s) of Debtor: VERNON R. TATE 267837
Address(es): VIDA L. Tate
1 Norwood Avenue
Annapolis, Maryland 21401
2. Name of Secured Party: THE FIRST NATIONAL BANK OF MARYLAND
Address: Commercial Real Estate
Division 109-900
110 South Paca Street
Baltimore, Maryland 21201
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described ~~in a certain Indemnity Deed of Trust dated June 4, 1987 from Debtor to Anna M. Marcellino and Patricia A. Brian, Trustees, all property being located in Caroline County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof as well as in a certain Indemnity Deed of Trust dated June 4, 1987 from Debtor to the Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof~~ (collectively, the Indemnity Deed of Trust).

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Indemnity Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Indemnity Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

- 4. Proceeds and products of all collateral are covered.
- 5. NOT SUBJECT TO RECORDATION TAX

Debtor:

Secured Party:

THE FIRST NATIONAL BANK OF MARYLAND

Vernon R. Tate
 Vernon R. Tate

By Ralph D. Smith
 Ralph D. Smith
 Senior Loan Executive

Vida L. Tate
 Vida L. Tate

Mr. Clerk: Return to Miles & Stockbridge
 10 Light Street
 Baltimore, Maryland 21202
 ATTN: Susan Zimmerman Whitman

PLEASE RECORD AS FOLLOWS:

- 1. ~~IN THE FINANCING STATEMENT RECORDS OF CAROLINE COUNTY~~
- 2. ~~IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL~~
- 3. ~~WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

STATE OF MARYLAND, Caroline Co., TO WIT:

I HEREBY CERTIFY, that on this 3rd day of June, 1987, before me, a Notary Public of said State, personally appeared Vida L. Tate, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Carol A. Bolderson
 Notary Public

My Commission Expires: 7/1/90

EXHIBIT APARCEL ONE

DESCRIPTION OF 7.593 ACRES,[±]
THE VERNON R. TATE & WIFE PROPERTY
U.S. ROUTE 50 & 301
NR. ST. MARGARETS
3RD DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point in the southeast right of way line of a 50 foot right of way as described in a conveyance from Elmer T. Bach and Margaret, his wife, to Anne Arundel County, Maryland by deed dated December 22, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2774, folio 710; said point of beginning being further located at the intersection with said southeast right of way line of said 50 foot right of way and the southeastern outline of a conveyance from Lynn-Leigh Corporation to Stanley R. Ferguson by deed dated February 4, 1977 and recorded among the said Land Records in Liber 2932, folio 395;

THENCE leaving said 50 foot right of way and running with said southern outline of the said Ferguson tract 2932, folio 395 with courses referred to the Maryland Grid North, South 33° 22' 19" East, 723.22 feet to a point;

THENCE leaving said Ferguson tract 2932, folio 395 and running with part of the original tract, North 88° 51' 20" West, 677.95 feet to a point;

THENCE running South 37° 03' West, 100.0 feet to a point;

THENCE running across a conveyance from Charles F. Lee, Jr., and wife to Elmer T. Bach and wife, by deed dated March 15, 1955 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 912, folio 160 and also through the original tract from Russell H. McCain, et al., to Elmer T. Bach and Margaret, his wife, by deed dated December 13, 1955 and recorded in Liber 997, page 159 and also with the southwestern outline of a conveyance from Elmer T. Bach and wife, to Vernon R. Tate and wife, by deed dated December 28, 1978 and recorded among the said Land Records in Liber 3161, folio 428, North 32° 56' 27" West, 375.82 feet to a point in the southeastern right of way line of the above mentioned 50 foot right of way;

THENCE running with said southeastern right of way line of the said 50 foot right of way as now corrected for magnetic differences North 56° 54' 48" East, 650.0 feet to the place of beginning;

BEING part of the original tract from Russell H. McCain, et al., to Elmer T. Bach and Margaret, his wife, by deed dated December 13, 1955 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 997, folio 159 and being all of the above mentioned conveyance from Elmer T. Bach and wife, to Vernon R. Tate, and wife, by deed dated December 28, 1978 and recorded among the said Land Records in Liber 3161, folio 428.

PARCEL TWO

DESCRIPTION OF 10.1625 ACRES, MORE OR LESS
 PART OF THE ELMER T. BACH PROPERTY
 REVELL HIGHWAY
 NEAR ST. MARGARETS
 THIRD TAX DISTRICT,
 ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at the point formed by the intersection of the southeastern right-of-way line of the Old Mill Bottom Road and the southeastern right-of-way line of the Revell Highway, Maryland U.S. Route 50 and 301 as is shown of the State Highway Administration Plat No. 38434 and 38435; said point of beginning being further located South 34° 32' 31" East, 133 feet from Station 276 + 60 of the baseline of the right-of-way of the above mentioned Revell Highway U.S. Route 50 and 301;

THENCE leaving said Old Mill Bottom Road and running with the southeastern right-of-way line of said U.S. Route 50 and 301 as shown on the abovementioned State Highway Administration Plats No. 38434 and 38435, with Meridian referred to Maryland State Grid North, North 47° 37' 47" East, 161.51 feet to a point;

THENCE running North 55° 27' 29" East, 110.0 feet to a point;

THENCE running North 55° 45' 34" East, 190.0 feet to a point;

THENCE running with a flair to the right South 86° 27' 47" East, 37.80 feet to a point at the end of the 50 foot right-of-way as described in a conveyance from Elmer T. Bach and Margaret, his wife, to Anne Arundel County, Maryland by deed dated December 22, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2774, folio 710;

THENCE leaving said U.S. Route 50 and 301 and running with said southeastern right-of-way line of said 50 foot right-of-way, South 33° 55' 21" East, 50.01 feet to a point;

THENCE running North 54° 39' 01" East, 120.61 feet to a point which marks the westernmost corner of a conveyance from Elmer T. Bach and wife, to Vernon R. Tate and wife, by deed dated December 28, 1978 and recorded among the said Land Records in Liber 3161, folio 428;

THENCE leaving said 50 foot right-of-way and running with said southwestern outline of said conveyance to Vernon R. Tate Liber 3161, folio 428, South 35° 12' 17" East, 376.31 feet to a point in the South 44° 56' West, 896.56 foot line of a conveyance from Charles F. Lee, Jr., and wife, to Elmer T. Bach and wife, by deed dated March 15, 1955 and recorded among the said Land Records in Liber 912, folio 160;

THENCE running with part of the said 896.56 foot line with courses now referred to Maryland Grid North, South 36° 16' 26" West, 795.82 feet to a point;

THENCE running North 46° 05' 27" West, 541.23 feet to a point in the above mentioned southeastern right-of-way line of Old Mill Bottom Road;

THENCE running with said southeastern right-of-way of Old Mill Bottom Road with an arc of a curve to the left having the radius of 214.0 feet, an arc length of 146.96 feet and a chord bearing and distance of North 32° 38' 04" East, 144.09 feet to a point of tangency;

THENCE running with said southeastern right-of-way line of Old Mill Bottom Road, North 12° 57' 39" East, 85.98 feet to a point of curve;

THENCE running with an arc of a curve to the left, having a radius of 95.84 feet, an arc length of 74.65 feet and a chord bearing and distance of North 03° 35' 09" West, 72.78 feet to the place of beginning;

CONTAINING 10.1625 acres, more or less, as surveyed by McCrone, Inc., Registered Professional Engineers and Land Surveyors in August 1985.

BEING part of the original tract from Russel H. McCain, et al., to Elmer T. Bach and Margaret, his wife, by deed dated December 13, 1955 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 997, folio 159 and being all of the above mentioned conveyance from Charles F. Lee, Jr., and wife to Elmer T. Bach and wife, by deed dated March 15, 1955 and recorded among the said Land Records in Liber 912, folio 160.

ALSO BEING the same lot of ground which by Deed dated April 1, 1980 And recorded among the Land Records of Anne Arundel County in Liber 3313 folio 732 was conveyed unto Vernon R. Tate and Vida L. Tate, his wife.

N-00.26

267898

FINANCING STATEMENT (UCC-1)

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$ 5,175.00

1. Name of Debtor(s) (or Assignor): Medical Imaging Systems, Inc.
Address: 2605 Cabover Drive, Suite 10
Hanover, MD 21076

2. Name of Secured Party (or Assignee) THE BANK OF BALTIMORE
Address: Attention: Commercial Loan Department
P.O. Box 896
Baltimore, MD 21203

3. This Financing Statement covers the following types (or items) of property: All inventory, contract rights, Accounts, general intangibles, chattel paper, all equipment motor vehicles now owned or hereafter acquired together with all cash and non-cash proceeds and products of the foregoing.

RECORD FEE 11.00
RECORD TAX 38.50
POSTAGE .50
416481 0777 001 109:34
JUN 8 87
we

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s):
Medical Imaging Systems, Inc.
By: Jerry O. Ditzel
Jerry O. Ditzel, Pres.

Secured Party:
THE BANK OF BALTIMORE
By: G. Bradley Sanner, V.P.
G. Bradley Sanner, V.P.
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to The Bank of Baltimore at address shown in 2. above)

11- 3850 50

AFFADAVIT

BOOK 513 PAGE 56

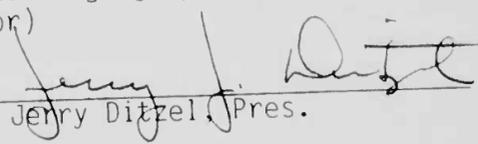
TO: Clerk, Anne Arundel County

I hereby certify that recordation tax is due on the principal loan amount with regard to the attached financing statement as follows:

Amount Collateral Subject to recordation tax	X	Total Amount of Debt owed and for which this financing state- ment is filed.	=	Principal Amount on which Recordation Tax is owed.
<u>Total value of collateral named in financing state- ment.</u>				
\$14,041	X	\$125,000	=	<u>\$5,175.00</u>
\$338,821				

Medical Imaging Systems, Inc.
(Debtor)

By:


Jerry Ditzel, Pres.

267899

BOOK 513 PAGE 57

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

RECORD FEE 11.00
STAMP FEE .50

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

REC'D 877 801 1084 34
JUN 8 87

1. Debtor(s) (Last Name First) address(es) Childs, Robert W., Landscape Contractors, Inc. 491 College Parkway Arnold, MD 21012	2. Secured Party(ies) and Address(es) Ford Motor Credit Company P.O. Box 637 Mechanicsville, VA 23111
---	--

we

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

Ransomes Robert M4812K2 #001320
FORD 19-283 FERTILIZER ATTACHMENT # BE3C0511

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Robert W. Childs Landscape Contractors, Inc.

[Signature]
Robert W. Childs, President

Ford Motor Credit Company

(NAME OF SECURED PARTY)

BY: *[Signature]* Agent

(SIGNATURE OF DEBTOR)

1150

267900

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Ultra Drywall Inc James F. & Jeanne Bowler 2055 Horseshoe Circle Jessup, Md. 20794	2. Secured Party(ies) and address(es) 1st American Bank of Virginia 1970 Chain Bridge Road McLean, Va. 22101 Collateral Control Dept.	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: All Accounts Receivables now and hereafter acquired All Furniture fixtures and equipment now and hereafter acquired		RECORD FEE 13.00 #16484 0777 801 108:36 JUN 8 87 we 5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: ANNE ARUNDEL County

Ultra Drywall Inc and Guarantors
 By: James F. Bowler
Signature(s) of Debtor(s)

1st American Bank of Virginia
 By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.
 13-

267901

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
WHITE VAUGHNITA H.
2001 BAYRIDGE AVE
ANNAPOLIS, MD 21403

2. Secured Party(ies) and address(es)
HUGH C GARDINER, INC
Box 137
FAULKNER, MD 20632

3. Maturity Date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#16485 0177 R01 T08:36
JUN 197
W

4. This financing statement covers the following types (or items) of property:

- 1- NEW MODEL 274 INTERNATIONAL TRACTOR
SN# 30 10989
- 1- NEW MODEL 144T INTERNATIONAL CULTIVATOR
SN# 60 34 13
- 1- NEW FERTILIZER ATTACHMENT N/A

5. Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
Filed with:

Vaughnita A. White

By: Vaughnita H White
Signature(s) of Debtor(s)

Hugh C. Gardiner, Inc.

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11 - 50

STATE OF MARYLAND

BOOK 513 PAGE 60

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247740

RECORDED IN LIBER 462 FOLIO 575 ON 6/14/83 (DATE)

1. DEBTOR

Name Gordon A. Crabdall Jr. T/A Bay Side Contractors
Address 5297 Solomons Island Road Lothian, MD 20711

2. SECURED PARTY

Name J I Case Credit Corp.
Address 290 Elwood Davis Rd. Liverpool, NY 13088
5790 Widewaters Pkwy. Dewitt, NY 13214
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

SEARCH FEE 10.00
STAMP FEE .50
JUN 13 077 AM 109:57
JUN 8 87

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p>Anne Arundel 5990</p>	

Dated May 7, 1987

J I Case Credit Corp.
(Signature of Secured Party)

1080

[Signature] Fin. Mgr.
Type or Print Above Name on Above Line

267902

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

Wendell Cavin
Name or Names—Print or Type

7500 Ridge Rd. Hanover, Md. 21076
Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

EASTERN Petroleum Corp.
Name or Names—Print or Type

33 HUDSON ST. ANNAPOLIS MD. 21401
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

ALL INVENTORY, EQUIPMENT AND ACCOUNTS RECEIVABLES.

4. If above described personal property is to be affixed to real property, describe real property.

7500 Ridge Rd.
HANOVER, MD.

RECORD FEE 12.00
POSTAGE .50
JUN 9 1987 108:58

5. If collateral is crops, describe real estate.

WL

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

WE Cavin
(Signature of Debtor)

Wendell CAVIN
Type or Print

(Signature of Debtor)

SECURED PARTY:

EASTERN Petroleum Corp.
(Company, if applicable)

J.K. McNew
(Signature of Secured Party)

J.K. McNew President

To the extent permitted by law, this document is a self-authenticating copy of the original.

Name of Lender:

Jeffrey Abarbanel, Esquire
Fedder and Garten
2300 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

12.50

268012

BOOK 513 PAGE 62

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hood, John L.

Address 689 Waugh Chapel Road, Odenton, Maryland 21113

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 201 Ritchie Road, Bldg. A, Capitol Heights, Maryland 20743

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John L. Hood

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

LARRY F. KIMMEL ASST. VP

Type or Print Above Signature on Above Line

RECORD FEE 17.00
POSTAGE .50
UNESP 0345 RM TOP-17
JUN 9 87

We

1750

CONDITIONAL SALE CONTRACT NOTE

BOOK 513 PAGE 63

TO: Washington Freightliner, Inc. FROM: John Hood L. Hood
201 Ritchie Rd. Bldg. A Capitol Heights, MD 20743 689 Waugh Chapel Rd. Odenton, MD 21113

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1987 Freightliner Model FLC1206US Dump Truck, S/N 1FVXYCY90HH304359 with 15' R & S Steel Body with 2 way gate

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 109,682.20; (2) Less DOWN PAYMENT IN CASH \$ 8,500.00; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-; (4) CONTRACT PRICE (Time Balance) \$ 101,182.20

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 689 Waugh Chapel Rd. Odenton, MD 21113

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred one thousand one hundred eighty two and 20/100***** Dollars (\$ 101,182.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 28th day of June, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,686.37 and the final installment being in the amount of \$ 1,686.37

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
Date: May 12, 19 87
Accepted Washington Freightliner, Inc. (SEAL)
By: John Hood L. Hood (SEAL)
Co-Buyer-Maker: (SEAL)

This instrument prepared by

2

BOOK 513 PAGE 64

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) empower Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be exercised to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases itself from any and all appeal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction thereof as a financing statement. All security interests shall attach to any proceeds, in its sole discretion Holder may apply and/or change applications of any sum paid and/or to be paid by or for Buyer under any agreement, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-tenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not be accepted of any oral payments or by any act or omission to act in deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the state of New York, Holder agreeing to notify Buyer at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders such such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)
(Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ Washington Freightliner, Inc. (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)
By: _____ Signature of Seller
(Signature: Title of Officer, "Partner" or "Proprietor")



ASSIGNMENT

BOOK 513 PAGE 65

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated May 12, 1987 between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee. and John L. Hood 689 Waugh Chapel Road Odenton, Maryland 21113

(Name) (Address) as Buyer/Lessee/Mortgagor therein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor, and there is still unpaid and owing thereon the sum total of the unmaturred instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 101,182.20 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 12th day of May, 19 87

(Seller/Lessor/Mortgagee) (Seal)
By: Washington Freightliner, Inc.
If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.
Bill Fenwick Pres.

CA-45

COUNTY

BOOK 513 PAGE 66

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 29602

RECORDED IN LIBER 445 FOLIO 520 ON 4-25-77 (DATE)

1. DEBTOR

Name Jason's, Inc.

Address Severna Park Mall

Severna Park, Maryland 21146

2. SECURED PARTY

Name YAMAHA INTERNATIONAL CORPORATION

Address 6600 Orangethorpe Ave.

Buena Park, CA 90620

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Yamaha tennis equipment, skis, archery equipment, golf equipment, tennis shoes manufactured under the name of Asahi, pianos and organs, various musical instruments, including Everett pianos and/or benches, and such other products as may be distributed by Yamaha International Corporation, its subsidiaries and affiliates, wherever located, whether now owned or hereafter acquired, and includes all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions, all other goods used or intended to be used in conjunction therewith.

Yamaha Music Corporation, USA
6600 Orangethorpe Ave.
P.O. Box 6600
Buena Park, CA 90622-6600

Jason's Inc.

Dated 5-14-87

10/80

YAMAHA INTERNATIONAL CORPORATION

(Signature of Secured Party)

R. SHAGAN R. Shagan

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 513 PAGE 67

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. -- FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244581

RECORDED IN LIBER _____ FOLIO _____ ON 10/11/82 (DATE)

1. DEBTOR

Name North American Video Corporation

Address 16600 Aston Street, Irvine, California 92714

RECORD FEE 12.00
POSTAGE 50
TOTAL \$12.50
MAY 23 1987
JUN 8 1987

2. SECURED PARTY

Wickes Companies, Inc.; Gambles International Leasing Corporation;
Name Gambles C & M Leasing Company; The Wickes Corporation

3340 Ocean Park Boulevard
Address Santa Monica, California 90405

IBOLD & ANDERSON, 3130 Wilshire Blvd., Suite 501, Los Angeles, CA 90010
Attn: Denise I. Damrow, Esq.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination
(Indicate whether amendment, termination, etc.)

The Secured Parties of record no longer claim a security interest under the Financing Statement bearing the file number shown above. (A copy of which is attached as Exhibit "A").

Dated March 20, 1987

Alvin Seyel
(Signature of Secured Party)
Wickes Companies, Inc.; Gambles International Leasing Corporation; Gambles C & M Leasing Company; The Wickes Corporation
Type or Print Above Name on Above Line

1250

RECORDED FROM
Registre, Inc.
3224 TAYLOR ST. NE
MPLS, MINN 55421
(612) 571-7803

BOOK 513 PAGE 68

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPED OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transactions or transactions wholly or partially subject to recording indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name North American Video Corporation

Address 16600 Aston Street, Irvine, California 92714

2. SECURED PARTY

Wickes Companies, Inc.; Gambles International Leasing Corporation;
Name Gambles C & M Leasing Company; The Wickes Corporation

Address 3340 Ocean Park Boulevard, Santa Monica, California 90405

Attention: Richard M. Russo
Gibson, Dunn & Crutcher, 707 Seventeenth Street, Denver, Colorado 80202

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity Date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(i) All inventory of Debtor as of the date hereof, and all inventory of Debtor hereafter acquired for operation of its business (including, without limitation, raw materials, work in process, finished goods, materials used or consumed in the business of Debtor, inventory being held for lease or being leased, goods furnished or to be furnished under contracts of purchase or sale, and other inventory), whether in the possession of Debtor, a warehouseman or other bailee, as well as all accessions, additions and substitutions thereto or therefor and all products and proceeds thereof (collectively referred to as the "Inventory");

CHECK THE LINES WHICH APPLY (continued on separate sheet)

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

North American Video Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
Wickes Companies, Inc.; Gambles International Leasing Corporation; Gambles C & M Leasing Company;
Type or Print Above Signature on Above Line Company:
The Wickes Corporation

EXHIBIT "A"

(Continued from Number 4)

BOOK 513 PAGE 89

(ii) All of Debtor's accounts, accounts receivable and other forms of indebtedness as of the date hereof and all present and future accounts, accounts receivable, chattel paper, contract rights, documents and general intangibles of Debtor and any other rights to the payment of money for goods sold or leased and for services rendered by Debtor, as well as all products and proceeds of any of the foregoing (collectively referred to as the "Accounts");

(iii) All machinery, equipment, tooling, furniture, fixtures, leasehold improvements and other fixed assets of Debtor as of the date hereof and all accessions, additions, improvements and substitutions thereto or therefor and the proceeds and products thereof (collectively referred to as the "Fixed Assets");

(iv) All books and records relating to the above-referenced items and all equipment containing such books and records.



267903

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Name of Debtor(s) (or Assignor) and address:
Lallie, Inc.
P. O. Box 6400, 101 Gibraltar St.
Annapolis, MD 21401

2. Name of Secured Party (or Assignee) and address:
Second National Building and Loan, Inc.
Route 50 & Phillip Morris Drive
Post Office Box 2553
Salisbury, MD 21801

RECORDING FEE 11.00
RECORDING TAX 490.00
NOTARIAL FEE .50
MAY 23 0945 AM 110:06
JUN 8 87

3. This Financing Statement covers the following types (or items) of property:
All of the debtors inventory, accounts receivables and equipment now owned or hereafter acquired, together with all cash and non-cash proceeds and products. *WR*

4. Check the statements which apply, if any, and supply the information indicated:

The underlying secured transaction is not subject to recordation tax
 The underlying secured transaction is subject to recordation tax on the principal amount of \$ 70,000.00

(If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are covered). Proceeds of the collateral are also covered.

(If products of Collateral are covered). Products of the collateral are also covered.

Debtor(s)
Lallie, Inc.
by: *[Signature]*
Carl Farnham, President

Secured Party:
Second National Building and Loan, Inc.
BY: *[Signature]* R.V.P.
(Authorized Signature)
T. J. Berger, Regional Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

DATED May 15, 19, 87

REV. 2/84

11 490 50

cc: MD State Dept of Assessment + Taxation

1150

267904

BOOK 513 PAGE 71

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Matthews Construction Company, Inc. 651 Queenstown Road Severn, Anne Arundel, MD 21144	Secured Party Name and Address The C.I.T. Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093	
Assignee of Secured Party C.I.T. Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) 1987 Diamond Reo Model C11664DB Dump Truck, S/N 1D9AC6184H1009094 One (1) New 14' Summit Aluminum Body S/N 31587-6549 One (1) 1981 Peterbilt Model 359 Dump Truck, S/n 13423WN One (1) Used 14' J&J Aluminum Body, S/N A7772		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) Matthews Construction Company, Inc. By <u>Winsor Matthews</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> Winsor Matthews <small>Type or print name(s) of person(s) signing</small>	Secured Party The C.I.T. Group/Equipment Financing, Inc. By <u>June Danneltel</u> June Danneltel <small>Type or print name of person signing</small>	

WM

RECORD FEE 11.00
 SERVICE .50
 JUN 8 1987
 WR

1150

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) FFBB Recorded in the Land Records.* strike in applicable words		
Debtor(s) Name(s) and Address(es)	Secured Party Name and Address	
Baw-Co Inc. 1230 Cronson Blvd. Crofton, Anne Arundel, MD 21114	The CIT Group/Equipment Financing, Inc. 1301 York Road Lut erville, MD 21093	
Assignee of Secured Party CIT CORPORATION	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) New 1987 Diamond Reo C11664DF Truck S/N 1D9MC6186H1009112 One (1) New 14' Heil Steel Body S/N 87T223899 All furniture, furnishing, fixtures, equipment and all supplies of every kind and nature now owned or hereafter acquired.		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Baw-Co Inc.</u>	Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u>	
By <u>[Signature]</u> (Seal) Title <u>President</u>	By <u>[Signature]</u>	
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which. <u>Benedict Widmer</u>	<u>Diane Grossman</u>	
Type or print name(s) of person(s) signing	Type or print name of person signing	
5 SA-989D		

RECORD FEE 11.00
 STAMP .50
 JUN 8 1987
 JUN 8 87

we

1150

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) Address(es) Baldwin Service Center, Inc. 41 Defense Hwy Annapolis, MD 21401-7096	2. Secured Party(ies) (or assignee and address(es)) Great Plains Manufacturing Incorporated 108 West Second Street P.O. Box 218 Assoria, Kansos 67416	For Filing Officer (Date, Time, No. & Filing Office): RECORD FEE 11.00
---	---	---

3A. This financing statement covers the following types (or items) of property: (Describe)
 (a) All inventory, of whatever kind or nature, wherever located, now owned or hereafter acquired, which is manufactured or sold to Debtor by Great Plains Manufacturing Incorporated, and all returns, repossessions, exchanges, substitutions, replacements, attachments, ports accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise.)

3B. (If collateral is crops) The above described crops are growing or are to be grown on: (Describe real estate)

11-593 0345 R01 110:13
JUN 8 87

3C. If applicable, the above (goods are to become fixtures on) (timber is standing on) (minerals or the like, including oil and gas, or accounts will be financed at the wellhead or minehead of the well or mine located on) (Legal description of real estate)

(Name of record owner)

4 Check (X) If Covered: Products of collateral are also covered

Baldwin Service Center, Inc. _____ Great Plains Manufacturing Incorporated _____
 By [Signature] Corp Sec. _____ By [Signature] _____
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies) (or assignee)

ING OFFICER COPY - ALPHABETICAL
2:1-KANSAS UNIFORM COMMERCIAL CODE

Form approved by: [Signature]
Secretary of State

FORM UCC-1
CONSOLIDATED - SALINA
SALINA, KANSAS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 488 FOLIO 466 ON 8/22/85 (DATE)

1. DEBTOR

Name ROBERT S. SOLOMON AND SUZANNE R. SOLOMON

Address 720 FAIRWAY DRIVE, ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name IRVING TRUST COMPANY

Address 1 WALL STREET

NEW YORK, NY 10015.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
MAY 27 0345 PM 110-15
JUN 9 87

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated April 28, 1987


(Signature of Secured Party)
Irving Trust Co. Linda Mastro Accounting Manager
Type or Print Above Name on Above Line

Anne Arundel County

11550

STATE OF MARYLAND

267907

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Dennis Mason Kates t/a Kates Excavating

Address 135 Bayard Road, Lothian, Maryland 20711

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT,
INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT
RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL
INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF
EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR
HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR
HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF
AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN
ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS
FORM AND/OR THE ATTACHED SECURITY AGREEMENT
AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A
FINANCING STATEMENT."

RECORD FEE 22.00
POSTAGE .50
#16602 0777 R01 710:19
JUN 9 97
we

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dennis Mason Kates t/a Kates Excavating

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

Type or Print Above Signature on Above Line

28
50

TRANSFER AND ASSUMPTION AGREEMENT

CREDIT ALLIANCE CORPORATION
500 Digiulian Blvd.
P. O. Box 1680
Glen Burnie, Maryland 21061

Date: MAY 8 1987
Account # 8-859B-C-02-01164-1

Gentlemen: G & K Landscaping, Inc. (hereinafter referred to as "Transferor") has heretofore acquired from Baldwin Service Center, Inc. (hereinafter referred to as "Dealer") the following described property (hereinafter referred to as the "Property"):

One (1) 1984 JCB1550 Backhoe w/Extenda Hoe with ROPS Canopy, S/N 304177

One (1) Massey Ferguson Diesel Wheel Tractor Model 235, S/N 9A233106

subject to one or more security agreements, conditional sale contracts, instalment sales contracts, chattel leases or chattel mortgages (hereinafter collectively referred to as the "Contract") dated June 4 1984

said Contract being in the stated sum of \$ 41,679.36 and accompanied by Transferor's promissory serial note or notes of even date therewith (hereinafter referred to as "Note"). The said Contract has been assigned and the Note has been negotiated by Dealer to CREDIT ALLIANCE CORPORATION which is now the holder thereof in due course (and which is hereinafter referred to as "Holder").

The unpaid balance on the Contract is \$ 12,156.48, which shall be payable in 14 consecutive monthly instalments of \$ 868.32 each plus one final instalment of \$ the first instalment being due May 5 1987

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to Dennis Mason Kates T/A Kates Excavating residing at, or if a corporation, having its principal place of business as shown by its certificate of incorporation at 135 Bayard Road, Lothian, MD 20711

(hereinafter referred to as "Transferee"). Pursuant to the requirements of the Contract, Transferor and Transferee desire to procure the consent of Holder to said sale and transfer to Transferee of Transferor's right, title, interest and equity in and with respect to the Property.

Accordingly, and for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, his or its heirs, executors, administrators and assigns, all of Transferor's right, title and interest in and to the Property, to have and to hold the same unto Transferee, his or its heirs, executors, administrators and assigns forever, subject, however, to the Contract and all of the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed by Holder.

To induce Holder to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind themselves jointly and severally to pay the sum remaining unpaid as above stated with any interest to Holder, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and Note, as though Transferee were to all intents and purposes the purchaser or lessee named in the Contract and the maker of the Note. Transferee agrees not to assert against Holder any defense, setoff, recoupment claim or counterclaim which he or it might have against Transferor arising from the aforesaid sale or otherwise. Transferor is in no way released from the Contract and Note, but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any agreements, extensions, compromises or arrangements whatsoever which may be made by Holder with Transferee or any other party thereto. Transferor and Transferee both acknowledge and agree that Transferee has acquired the Property, subject to the interest of Holder in same, and that Transferor, pursuant to the Contract, granted a security interest in all equipment, inventory and goods, which shall continue in full force and effect in same until payment in full of all obligations of Transferee and Transferor to Holder, and to further secure payment of its obligations, Transferee grants to Holder a security interest in all equipment, inventory, goods and property of every kind now owned and/or hereafter acquired by Transferee. The Property is now located at 135 Bayard Road, Lothian MD 20711

and will be kept at 135 Bayard Road, Lothian MD 20711

Attest:

G & K Landscaping, Inc.

Signature of Transferor: [Signature] (Title)

Attest:

Dennis Mason Kates T/A Kates Excavating

Signature of Transferee: [Signature] (Title)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests CREDIT ALLIANCE CORPORATION to consent thereto.

Attest:

(Dealer)

By:

CONSENT BY HOLDER

Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.

CREDIT ALLIANCE CORPORATION

By: [Signature] Vice President

TRANSFER AND ASSUMPTION AGREEMENT

BOOK 513 PAGE 77

LEASING SERVICE CORPORATION AND/OR CREDIT ALLIANCE CORPORATION P.O. Box 1680 Glen Burnie, Maryland 21061

Date: May 8 19 87 Account # 8-589B-C-02-01672-3

Gentlemen G & K Landscaping, Inc. (hereinafter referred to as "Transferor")

has heretofore acquired from Baldwin Service Center, Inc. (hereinafter referred to as "Dealer") the following described property (hereinafter referred to as the "Property")

One (1) 1984 International Harvester Rubber Tired Loader, Model 520B, 2 3/4 Bucket, Closed Cab with Heater S/N 679

subject to one or more security agreements, conditional sale contracts, instalment sales contracts, chattel leases or chattel mortgages (hereinafter collectively referred to as the "Contract") dated March 14 19 85

said Contract being in the stated sum of \$ 77,628.00 and accompanied by Title Insurance Policy No. [redacted] or notes of even date there with (hereinafter referred to as "Note"). The said Contract has been assigned and the Note has been negotiated by Dealer to Leasing Service Corporation which is now the holder thereof in due course (and which is hereinafter referred to as "Holder").

The unpaid rental on the Contract is \$ 33,963.25, which shall be payable in 20 consecutive monthly instalments of \$ 1,617.25 each plus one final instalment of \$ 1,618.25 the first instalment being due May 20, 19 87, all exclusive of taxes.

INITIAL HERE (with initials BS)

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to Dennis Mason Kates T/A Kates Excavating residing at, or if a corporation, having its principal place of business as shown by its certificate of incorporation at 135 Bayard Road, Lothian, MD 20711

(hereinafter referred to as "Transferee"). Pursuant to the requirements of the Contract, Transferor and Transferee desire to procure the consent of Holder to said sale and transfer to Transferee of Transferor's right, title, interest and equity in and with respect to the Property.

Accordingly, and for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, his or its heirs, executors, administrators and assigns, all of Transferor's right, title and interest in and to the Property, to have and to hold the same unto Transferee, his or its heirs, executors, administrators and assigns forever, subject, however, to the Contract and all of the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed by Holder.

To induce Holder to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind themselves jointly and severally to pay the sum remaining unpaid as above stated with any interest to Holder, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and Note, as though Transferee were to all intents and purposes the purchaser or lessee named in the Contract and the maker of the Note. Transferee agrees not to assert against Holder any defense, setoff, recoupment claim or counterclaim which he or it might have against Transferor arising from the aforesaid sale or otherwise. Transferor is in no way released from the Contract and Note, but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any agreements, extensions, compromises or arrangements whatsoever which may be made by Holder with Transferee or any other party thereto. Transferor and Transferee both acknowledge and agree that Transferee has acquired the Property, subject to the interest of Holder in same, and that Transferor, pursuant to the Contract, granted a security interest in all equipment, inventory and goods, which shall continue in full force and effect in same until payment in full of all obligations of Transferee and Transferor to Holder, and to further secure payment of its obligations, Transferee grants to Holder a security interest in all equipment, inventory, goods and property of every kind now owned and/or hereafter acquired by Transferee. The Property is now located at 135 Bayard Road, Lothian, MD 20711

INITIAL HERE (with initials BS)

and will be kept at 135 Bayard Road, Lothian, MD 20711

Attest: G & K Landscaping, Inc. Signature of Transferor By: [Signature] Pres (Title)

Attest: Dennis Mason Kates T/A Kates Excavation Signature of Transferee By: [Signature] (Title)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests LEASING SERVICE CORPORATION to consent thereto. Attest: Baldwin Service Center, Inc. (Dealer)

By: _____

CONSENT BY HOLDER

Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.

LEASING SERVICE CORPORATION By: [Signature] Vice President

TRANSFER AND ASSUMPTION AGREEMENT

CREDIT ALLIANCE CORPORATION
500 Digiulian Blvd.
P. O. Box 1680
Glen Burnie, Maryland 21061

Date: MAY 8 19 87
Account # 1-587S-C-02-02240-8

Gentlemen: G & K Landscaping, Inc. (hereinafter referred to as "Transferor") has heretofore acquired from State Equipment, Division of Secorp National, Inc. (hereinafter referred to as "Dealer") the following described property (hereinafter referred to as the "Property"):

One (1) 1985 Hyster Model CRGN35TD50R3A-T1
Removable Gooseneck LowBoy Trailer S/N 1HKFOJLA8FC024134

subject to one or more security agreements, conditional sale contracts, instalment sales contracts, chattel leases or chattel mortgages (hereinafter collectively referred to as the "Contract") dated October 10 19 85, said Contract being in the stated sum of \$ 40,549.44 and accompanied by Transferor's promissory serial note or notes of even date therewith (hereinafter referred to as "Note"). The said Contract has been assigned and the Note has been negotiated by Dealer to CREDIT ALLIANCE CORPORATION which is now the holder thereof in due course (and which is hereinafter referred to as "Holder").

The unpaid balance on the Contract is \$ 25,343.40, which shall be payable in 30 consecutive monthly instalments of \$ 844.78 each plus one final instalment of \$ the first instalment being due May 10 19 87.

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to Dennis Mason Kates T/A Kates Excavating residing at, or if a corporation, having its principal place of business as shown by its certificate of incorporation at 135 Bayard Road, Lothian, MD 20711 (hereinafter referred to as "Transferee"). Pursuant to the requirements of the Contract, Transferor and Transferee desire to procure the consent of Holder to said sale and transfer to Transferee of Transferor's right, title, interest and equity in and with respect to the Property.

Accordingly, and for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, his or its heirs, executors, administrators and assigns, all of Transferor's right, title and interest in and to the Property, to have and to hold the same unto Transferee, his or its heirs, executors, administrators and assigns forever, subject, however, to the Contract and all of the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed by Holder.

To induce Holder to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind themselves jointly and severally to pay the sum remaining unpaid as above stated with any interest to Holder, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and Note, as though Transferee were to all intents and purposes the purchaser or lessee named in the Contract and the maker of the Note. Transferee agrees not to assert against Holder any defense, setoff, recoupment claim or counterclaim which he or it might have against Transferor arising from the aforesaid sale or otherwise. Transferor is in no way released from the Contract and Note, but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any agreements, extensions, compromises or arrangements whatsoever which may be made by Holder with Transferee or any other party thereto. Transferor and Transferee both acknowledge and agree that Transferee has acquired the Property, subject to the interest of Holder in same, and that Transferor, pursuant to the Contract, granted a security interest in all equipment, inventory and goods, which shall continue in full force and effect in same until payment in full of all obligations of Transferee and Transferor to Holder, and to further secure payment of its obligations, Transferee grants to Holder a security interest in all equipment, inventory, goods and property of every kind now owned and/or hereafter acquired by Transferee. The Property is now located at 135 Bayard Road, Lothian, MD 20711 and will be kept at 135 Bayard Road, Lothian, MD 20711

Attest: G & K Landscaping, Inc. Signature of Transferor
By: [Signature] (Title)

Attest: Dennis Mason Kates T/A Kates Excavating Signature of Transferee
By: [Signature] (Title)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests CREDIT ALLIANCE CORPORATION to consent thereto. (Dealer)

Attest: By:

CONSENT BY HOLDER

Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.

CREDIT ALLIANCE CORPORATION
By: [Signature] Vice President

TRANSFER AND ASSUMPTION AGREEMENT

CREDIT ALLIANCE CORPORATION
500 Digiulian Blvd.
P. O. Box 1680
Glen Burnie, Maryland 21061

BOOK 513 PAGE 79

Date: May 8 19 87
Account # 1-060J-C-02-02477-6

Gentlemen: G & K Landscape, Inc. (hereinafter

referred to as "Transferor") has heretofore acquired from Jacobs Ford Truck Sales, Inc. (hereinafter referred to as "Dealer") the following described property (hereinafter referred to as the "Property"):

One (1) 1986 Ford Tractor with Sleeper, Model LTL9000, S/N: 1FDYA92X9GVA17077

subject to one or more security agreements, conditional sale contracts, instalment sales contracts, chattel leases or chattel mortgages (hereinafter collectively referred to as the "Contract") dated January 10 19 86,

said Contract being in the stated sum of \$ 95,977.20 and accompanied by Transferor's promissory serial note or notes of even date therewith (hereinafter referred to as "Note"). The said Contract has been assigned and the Note has been negotiated by Dealer to CREDIT ALLIANCE CORPORATION which is now the holder thereof in due course (and which is hereinafter referred to as "Holder").

The unpaid balance on the Contract is \$ 71,982.90, which shall be payable in 45 consecutive monthly instalments of \$ 1,599.62 each plus one final instalment of \$ the first instalment being due May 13 19 87.

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to Dennis Mason Kates T/A Kates Excavating residing at, or if a corporation, having its principal place of business as shown by its certificate of incorporation at 135 Bayard Road, Lothian, MD 20711

(hereinafter referred to as "Transferee"). Pursuant to the requirements of the Contract, Transferor and Transferee desire to procure the consent of Holder to said sale and transfer to Transferee of Transferor's right, title, interest and equity in and with respect to the Property.

Accordingly, and for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, his or its heirs, executors, administrators and assigns, all of Transferor's right, title and interest in and to the Property, to have and to hold the same unto Transferee, his or its heirs, executors, administrators and assigns forever, subject, however, to the Contract and all of the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed by Holder.

To induce Holder to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind themselves jointly and severally to pay the sum remaining unpaid as above stated with any interest to Holder, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and Note, as though Transferee were to all intents and purposes the purchaser or lessee named in the Contract and the maker of the Note. Transferee agrees not to assert against Holder any defense, setoff, recoupment claim or counterclaim which he or it might have against Transferor arising from the aforesaid sale or otherwise. Transferor is in no way released from the Contract and Note, but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any agreements, extensions, compromises or arrangements whatsoever which may be made by Holder with Transferee or any other party thereto. Transferor and Transferee both acknowledge and agree that Transferee has acquired the Property, subject to the interest of Holder in same, and that Transferor, pursuant to the Contract, granted a security interest in all equipment, inventory and goods, which shall continue in full force and effect in same until payment in full of all obligations of Transferee and Transferor to Holder, and to further secure payment of its obligations, Transferee grants to Holder a security interest in all equipment, inventory, goods and property of every kind now owned and/or hereafter acquired by Transferee. The Property is now located at 135 Bayard Road, Lothian, MD 20711

and will be kept at 135 Bayard Road, Lothian, MD 20711

Attest: G & K Landscaping, Inc. Signature of Transferor By: [Signature] (Title)

Attest: Dennis Mason Kates T/A Kates Excavating Signature of Transferee By: [Signature] (Title)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests CREDIT ALLIANCE CORPORATION to consent thereto. (Dealer)

Attest: By:

CONSENT BY HOLDER

Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.

CREDIT ALLIANCE CORPORATION By: [Signature] Vice President

RECEIVED FEE 10.00
PAGE .50
0777 001 110:19
JUN 8 87



STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

.....April 10....., 19 87.

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. Lipper, 402 Page, 584, in Office of Clark, Anne Arundel County, Maryland...
(Filing Officer) (County and State)

Debtor or Debtors (name and Address): Leslie B. & Virginia Schafer, Jr.
4745 E. Flanders Ln.
Harwood, MD 20776

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

.....Household Finance Corporation.....
Secured Party

By.....
Its Branch Office Manager

HOUSEHOLD FINANCE CORPORATION
FREE STATE PLAZA
1616 ANNAPOLIS ROAD
BOWIE, MARYLAND 20715

187

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

STAMP: RECORD FEE 10.00
SEARCH FEE .50
APR 10 11 10:20 AM '87



..... APRIL 10....., 19 87.

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. Liber 343 Page 352.. in Office of Clerk-Anne Arundel County, Maryland...
(Filing Officer) (County and State)

Debtor or Debtors (name and Address): Richard E. & Louise M. Moulden
Rt. 2 Box 89 Riva Rd.
Davidsonville, MD 21035

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corporation.....
Secured Party

By.....
Its Branch Office Manager

HOUSEHOLD FINANCE CORPORATION
FREE STATE PLAZA
15516 ANNAPOLIS ROAD
BOWIE, MARYLAND 20715

Mail to

Handwritten signature and initials

BOOK 513 PAGE 82

267908

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis 4A Rentals
Address 1919 Lincoln Dr., Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Co.
Address P.O. Box 65090
West Des Moines, IA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 15 Mini Excavator (Diesel)
w/16" bucket
S/N CH0015D001196

RECORDING FEE 11.00
POSTAGE .50
SERIAL 0777 R01 T10+23
JUN 8 87
we

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis 4A Rentals
(Signature of Debtor)

Annapolis 4A Rentals
Type or Print Above Name on Above Line

Kenneth R. Wagner
(Signature of Debtor)

Kenneth R. Wagner
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

R W EDWARDS, MANAGER FINANCIAL SERV.
Type or Print Above Signature on Above Line

11/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis 4A Rentals
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Co.
Address P.O. Box 65090

West Des Moines, IA 50265
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 25 Mini Excavator (Diesel)
w/18" bucket
S/N CH00250001020

RECORDED FEE 11.00
STAMP .50
JUN 9 87
we

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Annapolis 4A Rentals
Type or Print Above Name on Above Line

Kenneth R. Wagner
(Signature of Debtor)

Kenneth R. Wagner
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

R W EDWARDS, MANAGER, FINANCIAL SERVICES
Type or Print Above Signature on Above Line

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 471

Page No. 424

Identification No. 251257

Dated 3/15/84

1. Debtor(s) { George M and Patricia A McGreeney
Name or Names—Print or Type
422 W. Maple Road Linthicum Md. 21090
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>



RECORD FEE 13.00
POSTAGE .50
JUN 8 1987
111 6777 001 110*24
UK

Dated: 5/14/87

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

B.S.O

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 448 Page No. 221
Identification No. 241975 Dated 3/31/87

1. Debtor(s) { Levi A. and Barbara A. Rose
Name or Names—Print or Type
8181 Forest Glen Drive Pasadena Md. 21122
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

REGISTRATION FEE 13.00
STATE FEE .50
SEARCH CITY BAL 710-225
JUN 9 87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: 5/14/87 Sears, Roebuck and Company
Name of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Signature of Secured Party
Type or Print (Include Title if Company)

1B 50

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Maryland Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to the Original Financing Statement:

File No: 242759 Dated June 1, 1982

Record Reference: Liber 450 Page 241

W. Garrett Larrimore, Clerk

Filed With: Circuit Court, Anne Arundel County

2. DEBTOR:

Name: Maryland Industrial Trucks, Inc.

Address: 8232 Telegraph Road

Odenton, Maryland 21113

3. SECURED PARTY:

Name: EQUITABLE BANK, N.A.

Address: 100 South Charles Street

Baltimore Maryland 21201

RECORD FEE 10.00
POSTAGE .50
JUN 19 10:28 AM '82
JUN 9 87

ul

The Secured Party no longer claims a security interest under the Original Financing Statement shown above.

WHEREFORE; Secured Party requests the filing officer, pursuant to the authority contained the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the designated below;

RETURN TO: Maryland Industrial Trucks, Inc.

719 Hammonds Road

Linthicum, Maryland 21090

SECURED PARTY:

EQUITABLE BANK, N.A.

BY: *Fay Klemper*
Fay Klemper

TITLE: Lease Processing Dept.

DATE: April 28, 1987

ON JULY 1, 1982, THE EQUITABLE TRUST COMPANY MERGED INTO EQUITABLE BANK, NATIONAL ASSOCIATION. ANY REFERENCE HEREIN TO THE EQUITABLE TRUST COMPANY SHALL MEAN EQUITABLE BANK, NATIONAL ASSOCIATION.

11/50



UNIFORM COMMERCIAL CODE
STATEMENT OF TERMINATION OR RELEASE

513 PAGE 87

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Maryland Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to the Original Financing Statement:

File No: 242760 Dated June 1, 1982

Record Reference: Liber 450 Page 242
Circuit Court, Anne Arundel County
Filed With: W. Garrett Larrimore, Clerk

2. DEBTOR:

Name: Maryland Industrial Trucks, Inc.

Address: 8232 Telegraph Road
Odenton, Maryland 21113

3. SECURED PARTY:

Name: EQUITABLE BANK, N.A.

Address: 100 South Charles Street
Baltimore Maryland 21201

The Secured Party no longer claims a security interest under the Original Financing Statement shown above.

WHEREFORE; Secured Party requests the filing officer, pursuant to the authority contained the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the designated below;

RETURN TO: Maryland Industrial Trucks, Inc.

719 Hammonds Road

Linthicum, Maryland 21090

RECORD FEE 10.00
STAMP .50
JUN 8 87

ll

SECURED PARTY:

EQUITABLE BANK, N.A.

BY: *Fay Klempner*

TITLE: Lease Processing Dept.

DATE: April 28, 1987

ON JULY 1, 1982, THE EQUITABLE TRUST COMPANY MERGED INTO EQUITABLE BANK, NATIONAL ASSOCIATION. ANY REFERENCE HEREIN TO THE EQUITABLE TRUST COMPANY SHALL MEAN EQUITABLE BANK, NATIONAL ASSOCIATION.

1650

FINANCING STATEMENT is presented to a Filing Officer for pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. Maturity Date (Optional):
1. Debtor(s) (Last Name First) and Address(es): APEX, INC. 342 GATEWATER COURT GLEN BURNIE, MD 21061 (IN ANNE ARUNDEL CO.)	2. Secured Party(ies) Address(es) And Name(s): JOHN C. LOUIS CO. INC. 1805 CHERRY HILL ROAD BALTIMORE, MD 21230		4. For Filing Officer: Date, Time, File No., Filing Office: RECORD FEE 11.00 SEARCH FEE .50 BALTIMORE CITY MD 710-33 JUN 8 87
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) ONE MELROE BACKHOE MODEL 909, SERIAL NO. 3347 WITH 24" BACKHOE BUCKET FILING OFFICER PLEASE NOTE THAT THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX. DEBT EXCEEDS \$200.00 <input checked="" type="checkbox"/> Proceeds of the collateral are also covered. Filed with: <input type="checkbox"/> Sec. of State <input type="checkbox"/> Filing Office of _____ County/City		5. Assignee(s) of Secured Party, Address(es): Clark Equipment Credit Corporation 128 East Front Street Buchanan, Michigan 49107	6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures: _____ JOHN C. LOUIS CO. INC.

By Daniel J. Piazza Debtor(s) [or Assignor(2)] By W. Davison Secured Party(ies) [or Assignee(s)]
Daniel J. Piazza, Pres. W. Davison, President

(2) Filing Officer Copy — Alphabetical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

513-89

-90

-91

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6-8-87

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6-8-87

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 921-7 U.C.C. 1/72

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. I.D. 222103 recorded in
 Liber 396 Folio 312 on 1-3-79 (Date).

1. DEBTOR(S):

Name(s) Ft. Mc Henry Lumber Co. Inc. T/A Mid Atlantic Wood Preservers Inc.
 Address(es) P. O. Box 58 Shinley Ave. Harmans, Md 21077

2. SECURED PARTY:

Name First Pennsylvania Bank, N. A.
 Address 16th & Market Sts. Centre Sq. Phila. Pa. 19101

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. All of debtors inventory, machinery, equipment, furniture, fixtures.
 All refunds, rebates or similar payments from any federal, state or local taxing authority.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

SECURED PARTY

First Pennsylvania Bank, N. A.
 By James Jackson
James Jackson, ATTY
 (Type, Name and Title)

10/30

10.00
 .50
 110:35
 JUN 8 87

**Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code**

BOOK **513** PAGE **93**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 253989 recorded in Liber 478, Folio 152 on September 26, 1984 (date).

1. DEBTOR(S): S.W.E., Ltd. T/A Columbia Flower Mart
Name(s): The Mall in Columbia, #2041 Upper Level,
Address(es): Columbia, Maryland 21044
9922 Dellwood Avenue, Columbia, Md. 21045

2. SECURED PARTY:
Name: Equitable Bank, National Association
Address: 100 S. Charles Street
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORDED FEE 10.00
STAMPED .50
012667 DISM 712:31

JUN 9 87
ue

9. DEBTOR:

Charles P. Ross

SECURED PARTY:
EQUITABLE BANK, National Association
By Waring S. Justis, Jr.
Vice President
(Type Name and Title)



MS 01.PIS
1840

TO BE FILED AMONG THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. Names of Debtors: GARDINER AND GARDINER BUSINESS
PARK LIMITED PARTNERSHIP
FRANCIS E. GARDINER, JR.
FRANCIS E. GARDINER, SR.
Address: 2111 Baldwin Avenue
Crofton, Maryland 21114
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
10 Light Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 8, 1987 from Debtors to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtors of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the

RECORD FEE 16.00
POSTAGE .50
JUN 9 1987
114445

16.50

Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$2,500,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland upon recording of the Deed of Trust.

Debtors:

GARDINER AND GARDINER BUSINESS
PARK LIMITED PARTNERSHIP

By Francis E. Gardiner, Jr.
Francis E. Gardiner, Jr.
General Partner

Francis E. Gardiner, Jr.
Francis E. Gardiner, Jr.

Francis E. Gardiner, Sr.
Francis E. Gardiner, Sr.

Secured Party:

MARYLAND NATIONAL BANK

By Patricia A. Hicks
Patricia A. Hicks
Assistant Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert, Esquire

RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

The Debtor hereby certifies that the title to the property described in Exhibit A is held in the names of Francis E. Gardiner, Sr. and Francis E. Gardiner, Jr., acting as Trustees for Gardiner and Gardiner Business Park Limited Partnership. Gardiner and Gardiner Business Park Limited Partnership is the actual Borrower.

GARDINER AND GARDINER BUSINESS
PARK LIMITED PARTNERSHIP

BY: Francis E. Gardiner, Sr.

BOOK 513 PAGE 96

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

Lot "2C" as shown on the minor subdivision plat of Priest Business Park recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3910, folio 515.

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) GENERAL BATTERY CORPORATION c/o Fruit of the Loom, Inc. 6300 Sears Tower Chicago, Illinois 60606	2. Secured Party(ies) and address(es) BANKERS TRUST COMPANY, as Collateral Agent 280 Park Avenue New York, New York 10015 265795 P311	3. Maturity date (if any): 1/3 For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. 15643 B507 P201 Filed with Clerk A. Arundel Cnty., MD Date Filed January 16, Feb 3 87 19		CO

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
 10.

GENERAL BATTERY CORPORATION
 BANKERS TRUST COMPANY, as Collateral Agent

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: Michael Steig Lawrence V.P. Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical
 STANDARD FORM - FORM UCC-3

Return to
 Hybrid Inquest
 1123 N. Eustaw St
 Jackson Towers - 301
 Balt. Md 21201

10-
 10

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) GENERAL BATTERY CORPORATION c/o Farley/Northwest Acquisition Corporation 9600 Sears Tower Chicago, Illinois 60606		2. Secured Party(ies) and address(es) BANKERS TRUST COMPANY, as Collateral Agent 280 Park Avenue New York, New York 10015	3. Maturity date (if any): <u>2013</u> For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>02668 - #257901 Book 485 Page 154</u>			
Filed with <u>Clerk of Anne Arundel Cnty., MD</u> Date Filed <u>August 8,</u> <u>1985</u>			
5. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination.	Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment.	The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. <i>ue</i>		
8. <input type="checkbox"/> Amendment.	Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release.	Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.			

No. of additional Sheets presented: _____

GENERAL BATTERY CORPORATION
BANKERS TRUST COMPANY, as Collateral Agent

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: *Richard P. Stylianou, V.P.* Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

Return to:
Hybrid Engineering
123 N. Eutaw St
Jackson Towers 301
Balt. Md 21201

100

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 Maturity date (if any): 3/3

1. Debtor(s) (Last Name First) and address(es)
General Battery Corporation
c/o Fruit of the Loom, Inc.
6300 Sears Tower
Chicago, Illinois 60606

2. Secured Party(ies) and address(es)
Norwest Bank Minneapolis, N.A.,
as Trustee
Eighth Street & Marquette Avenue
Minneapolis, Minnesota 55479-0069

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 265643, B507 P3TT
Filed with Clk., Anne Arundel Co., MD Date Filed 1/16/87 19__

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

GENERAL BATTERY CORPORATION

NORWEST BANK MINNEAPOLIS, N.A., as Trustee

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *[Signature]*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

Filing Officer Copy - Alphabetical

Return to:

Hyland Ingequist
153 N Eastaw St
Jackson Towers 301
Balt Md 21201

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10

FINANCING STATEMENT FORM UCC-1

Identifying File No. 267915

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 5-27-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BLUMMER, RAY O III
221 5TH AVE
Address GLEN BURNIE MD 21061

2. SECURED PARTY

Name WEST PUBLISHING CO
50 W KELLOGG PO BOX 64526
Address ST PAUL MN 55164

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

WEST LAW BOOKS - SEE ATTACHED SECURITY AGREEMENT #76021

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SEE ATTACHED SECURITY AGREEMENT

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

WEST PUBLISHING CO

(Signature of Secured Party)

LIEN CLERK

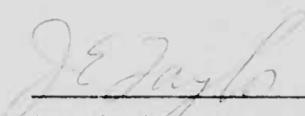
Type or Print Above Signature on Above Line

130

CERTIFICATION OF COPY OF CONTRACT

BOOK 513 PAGE 101

I, J E Taylor, Credit Manager of West Publishing Company, St Paul,
Minnesota have personally compared the attached copy with the original
contract of 5-27-87 between RAY O RLUMMER III and
GLEN BURNIE MD
the West Publishing Company and do hereby certify that this is a true
and exact copy.



Credit Manager
West Publishing Company
St Paul, Minnesota

267916

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Chase Construction & Equipment Corp.
1825 George Avenue (Name or Names) Annapolis, Md. 21041
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
Of LESSOR (Name or Names)
P.O. Box 116, Baltimore, MD 21203
(Address)

4. This financing Statement covers the following types (or items) of property:

One - Pitney Bowes #3144 Inserting System e/w 15 lb. scale and addresser/printer
REGISTRATION FEE 11.00
POSTAGE .50
BALANCE D777 001 108:48
JUN 9 87
we

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Chase Construction & Equipment Corp.
By: [Signature]
James Foote (Title)
(Type or print name of person signing)
By: _____
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: [Signature] Mgr.
Brian G. Connelly (Title)
(Type or print name of person signing)

Return to:
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1150

MARYLAND FINANCING STATEMENT

UCC-1

267917

- Not Subject to Recordation Tax - Equipment Rental.
- Recordation Tax of \$_____ on _____
Principal Amount of \$_____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer
File No: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. DEBTOR: SEABOARD LEASING COMPANY, a PARTNERSHIP
(Name or Names)
2861 JESSUP ROAD, BOX 190 JESSUP, MARYLAND 20794
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: UNION TRUST COMPANY OF MARYLAND
(Name or Names)
P. O. BOX 22497 BALTIMORE, MARYLAND 21203
(Address)

3. ASSIGNEE (if any) of SECURED PARTY _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types for terms of property:

See Schedule "A" attached hereto and made a part hereof.

RECORD FEE 13.00
POSTAGE 50
TOTAL 13.50

WV

NOT SUBJECT TO RECORDATION TAX - EQUIPMENT RENTAL

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
SEABOARD LEASING CORPORATION, a PARTNERSHIP
By: Christopher L. Frederick
(Type or print name of person signing)
Christopher L. Frederick, General Partner
(Title)
By: Eric F. Neustadt
(Type or print name of person signing)
Eric F. Neustadt, General Partner

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND
By: STEPHEN B. BRADLEY, AVP
(Type or print name of person signing)
STEPHEN B. BRADLEY, AVP

Return To: UNION TRUST COMPANY OF MARYLAND
P. O. BOX 22497
BALTIMORE, MARYLAND 21203

13 20

SCHEDULE A

BOOK 513 PAGE 105

1. All equipment described below (hereinafter collectively "Equipment"), whether (describe equipment) now owned or hereafter acquired, which is described in or covered by any Lease, Equipment Rental Contract or similarly agreement (hereinafter "Leases"), now or hereafter assigned and transferred by Debtor to Secured Party;
2. All Leases now or hereafter assigned and transferred by Debtor to Secured Party which cover or relate to such Equipment; and
3. All parts, accessories, supplies, replacements and substitutions for the above Equipment, whether now owned or hereafter acquired, together with all present or future Leases relating to the above Equipment, all present or future monies due or to become due under such Leases, and all present or future accounts, contract rights, chattel paper, instruments, general intangibles and other cash or noncash proceeds of the above Equipment or Leases.

EQUIPMENT:

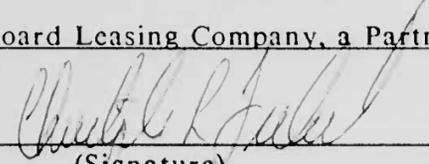
One (1) Allen Engine Analyzer Model #25-190 s/n BOC-32493
One (1) Allen Engine Analyzer Model #25-190 s/n BOK-46265
One (1) Allen Engine Analyzer Model #25-190 s/n A9M-38085
One (1) Allen Smart Scope Model 92-200 s/n AOL-49094
One (1) Allen Smart Scope Model 92-200 s/n AOL-49096
One (1) Allen Engine Analyzer Model #92-190 s/n BID-50368
One (1) Allen Engine Analyzer Model #25-200 s/n A9K-34-801/C9K-23801
One (1) Allen Engine Analyzer Model #16-010 s/n 23736/28287
One (1) Allen Engine Analyzer Model #25-200 s/n AOB-38521
One (1) Allen Engine Analyzer Model #92-200 s/n AIC-43544
One (1) Allen Engine Analyzer Model #25-190 s/n BOK-40672
One (1) Allen Engine Analyzer Model #92-200 s/n BIC-46776

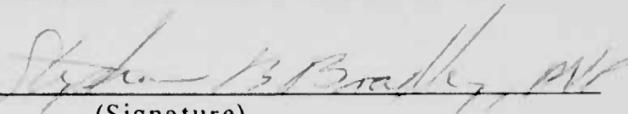
Acknowledge by: (Debtor)

Acknowledge by: (Secured Party)

Seaboard Leasing Company, a Partnership

Union Trust Company of Maryland

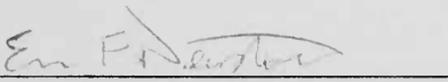
BY: 

BY: 

(Signature)

(Signature)

Christopher L. Frederick,
General Partner

BY: 

(Signature)

Eric F. Neustadt,
General Partner

Not Subject to Recordation Tax—~~X~~ Conditional Sales
 Recordation Tax of \$_____ on Contract
Principal Amount of \$_____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: DAVID C. STOCKETT AND JOAN A. STOCKETT
(Name or Names)
5239 SOLOMONS ISLAND ROAD LOTHIAN, MARYLAND 20711
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2 SECURED PARTY: JOHN C. LOUIS COMPANY, INC.
(Name or Names)
1805 CHERRY HILL ROAD BALTIMORE, MARYLAND 21230
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: SIGNET BANK/MARYLAND
(Name or Names)
P. O. BOX 22497 BALTIMORE, MARYLAND 21203
(Address)

4 This Financing Statement covers the following types (or items) of property:

One (1) New Power Curber Model 5700 Slip form Paver s/n 570487095 equipped
with 3rd Hydraulic Vibrator Hanger plus all accessories and attachments.

RECORD FEE 12.00
FEE .50
JUN 9 1987
W+

NOT SUBJECT TO RECORDATION TAX- CONDITIONAL SALES CONTRACT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
DAVID C. STOCKETT AND JOAN A. STOCKETT
By: David C. Stockett (Title)
Joan A. Stockett
(Type or print name of person signing)

SECURED PARTY:
JOHN, C. LOUIS COMPANY, INC.
By: Wilmer S. Davison
Wilmer S. Davison, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: SIGNET BANK/MARYLAND
P. O. BOX 22497
BALTIMORE, MARYLAND 21203

SL

513 PAGE 107

MARYLAND FINANCING STATEMENT

267919

UCC-1

- Not Subject to Recordation Tax - Equipment Rental
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: DAVID C. and JOAN A. STOCKETT
(Name or Names)
5232 SOLOMONS ISLAND ROAD LOTHIAN, MARYLAND 20711
(Address)
- DEBTOR: _____
(Name or Names)

(Address)
2. SECURED PARTY: SIGNET BANK/MARYLAND
(Name or Names)
P. O. BOX 22497 BALTIMORE, MARYLAND 21203
(Address)
3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:

One (1) Caterpillar model D-9 Crawler Dozer, s/n 18A2209 and one (1) Caterpillar model D08 Crawler Dozer, s/n 46A9446 plus all attachemnts and accessories.

RECORDATION FEE 12.00
 STATE .50
 MARYLAND CITY ROL TOR: 51
 JUN 9 87
 we

NOT SUBJECT TO RECORDATION TAX - EQUIPMENT RENTAL

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

DEBTOR(S):
DAVID C. and JOAN A. STOCKETT
 By: David C. Stockett (Title)
Joan A. Stockett
 (Type or print name of person signing)

By: _____ (Title)

 (Type or print name of person signing)

SECURED PARTY:
SIGNET BANK/MARYLAND
 By: _____
Carroll Anne ...
 (Type or print name of person signing)

Return To: SIGNET BANK/MARYLAND
P. O. BOX 22497
BALTIMORE, MARYLAND 21203

Handwritten initials/signature

BOOK 513 PAGE 108

STATE OF MARYLAND

268021

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Powerscreen Equipment Rentals, Inc.
Address 1223 Dorsey Road Glen Burnie, MD 21061

2. SECURED PARTY

Name Stursa Equipment Company, Inc.
Address 1223 Dorsey Road Glen Burnie, MD 21061
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH, THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Powerscreen Equipment Rentals, Inc.

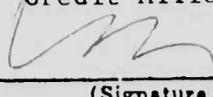
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation


(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

Type or Print Above Signature on Above Line

RECORD FEE 17.00
FILING .50
JUN 9 2007
JUN 9 2007
JUN 9 2007

CONDITIONAL SALE CONTRACT NOTE

BOOK 513 PAGE 109

TO: Stursa Equipment Company, Inc. FROM: Powerscreen Equipment Rentals, Inc.
1223 Dorsey Road Glen Burnie, MD 21061 1223 Dorsey Road Glen Burnie, MD 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

See Schedule "A" attached hereto and made a part hereof for description of equipment.

- (1) TIME SALES PRICE \$ 242,450.40
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 242,450.40

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1223 Dorsey Road Glen Burnie, MD 21061

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Two hundred forty two thousand four hundred fifty and 40/100*** Dollars (\$ 242,450.40)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 14th day of May, 19 87, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 10,102.10 and the final installment being in the amount of \$ 10,102.10

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: May 12, 19 87

Accepted Stursa Equipment Company, Inc. (SEAL) (Print Name of Seller Here)

Powerscreen Equipment Rentals, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: [Signature]

By: [Signature] Co-Buyer-Maker:

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here) (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)
(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

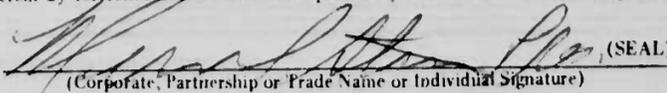
For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: May 12, 19 87

 (Witness)


 _____ (SEAL)
 (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
 By: _____
 (Signature: Title of Officer, "Partner" or "Proprietor")

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 12, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Two (2)	New Powerscreen Self Powered Conveyors	M-60	2432627 2430108
Two (2)	Powerscreen Coupled Conveyors	M-60	2426651 2428694
One (1)	Powerscreen Shreader	MKII	2717997
One (1)	Powerscreen Beater	MKII	2714029
One (1)	New Powerscreen Slurry	MKII	2719239
One (1)	New Powerscreen Shreader	MKII	2719986

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Stursa Equipment Company, Inc.

Powerscreen Equipment Rentals, Inc.

By: _____

By: Mark [Signature] [Signature]

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 7, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STANLEY ENGINEERING COMPANY, INC.
Address 180 PENROD COURT BLDG. F. GLEN BURNIE, MARYLAND 21061

2. SECURED PARTY

Name CITIZENS BANK
Address P O BOX 149 BROAD STREET & LYNN AVENUE, ELIZABETHTON, TN. 37643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ONE VICTOR AUTOMATIC HYDRAULIC BANDSAW MODEL S-260HA SERIAL # 10028

"TOTAL PRINCIPAL INDEBTEDNESS UNDER ANY CONTINGENCY IS \$13,761.36"

RECORD FEE 11.00
PROPERTY TAX 98.00
FILING FEE .50
JUN 9 1987 108:55
We

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
STANLEY ENGINEERING COMPANY, INC.

BY: _____
(Signature of Debtor)
KENNETH STANLEY, PRESIDENT
Type or Print Above Signature on Above Line
Kenneth Stanley
(Signature of Debtor)
Type or Print Above Signature on Above Line

CITIZENS BANK
BY: [Signature]
(Signature of Secured Party)
JOE LAPORTE, III., PRESIDENT
Type or Print Above Name on Above Line

FILED WITH: CLERK OF THE COURT, ANNE ARUNDEL COUNTY
P O BOX 71
ANNAPOLIS, MD. 21404

1193-50

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

BOOK 513 PAGE 113
267921

FINANCING STATEMENT

BUILDERS LEASING COMPANY
Name or Names—Print or Type

SUITE 1703, 10401 GROSVENOR PLACE, ROCKVILLE, MD 20852
Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

MELLON BANK (EAST) NATIONAL ASSOCIATION
Name or Names—Print or Type

MELLON BANK CENTER PHILADELPHIA, PA 19102
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Attachments

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Builders Leasing Company

by: Bresler & Reiner, Inc. General Partner

[Signature]
(Signature of Debtor)

[Signature]
Type or Print

(Signature of Debtor)

[Signature]
Type or Print

SECURED PARTY:

MELLON BANK (EAST) NATIONAL ASSOCIATION

(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address _____

Large Print, Form F-1

RECORD FEE 14.00
POSTAGE .50
MARKS 0177 R01 T09:05
JUN 9 87
we

1. The equipment and other personal property described in the schedules attached hereto (the "Equipment"), being the Equipment leased under that certain Equipment Schedule No. 17, dated November 13, 1986, executed pursuant to that certain Master Equipment Lease dated as of July 24, 1985, including all existing and future subleases, amendments, riders, schedules and supplements thereto (collectively, the "Lease"), between the Debtor, as lessor, and The North Arundel Hospital Association, Inc., as lessee, together with all accessories, parts, attachments and appurtenances appertaining or attached to any of the Equipment, and all substitutions, trade-ins, renewals and replacements of, and improvements and accessions to any and all of said Equipment, and in each case whether now owned or hereafter acquired;
2. All right, title and interest of the Debtor, as lessor, in and to the Lease and all amounts of rent, insurance proceeds, indemnity (but specifically excluding any tax indemnity pursuant to Rider No. 1, the Tax Indemnification Leverage, executed pursuant to and attached to the Lease) or other payments of any kind for or with respect to any item of Equipment, and other sums due and to become due thereunder (including, without limitation, casualty values), including any and all extensions or renewals thereof insofar as the same cover or relate to the Equipment;
3. Together with all the proceeds (cash and non-cash), issues, income, profits, all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, and books and records related to, arising from, or in connection with the foregoing.

BOOK 513 PAGE 115

ONE (1) NEW CGR SENOGRAPHE 500T MAMMOGRAPHY
UNIT WITH PNEUMATIC COMPRESSION AND ALL
OTHER ATTACHMENTS AND ACCESSORIES
MACHINE SERIAL NUMBER: 73884

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT and SECURITY AGREEMENT

Oscar R. Rommel, Ltd

Dennys Restaurant

Name or Names—Print or Type
6621 Ritchie Highway, Glen Burnie, AA Co., MD 21061

Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Atlantic Equipment Company

Name or Names—Print or Type
4511 Harford Rd., Baltimore City, MD 21214-3193

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Miscellaneous food service equipment including installations of any kind connected therewith or appurtenant thereto and including any future additions or substitutions as set forth in Contract and Security Agreement No. C74964 dated 4/29/87.

4. If above described personal property is to be affixed to real property, describe real property.

DNA

5. If collateral is crops, describe real estate.

DNA

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): DENNYS RESTAURANT

SECURED PARTY:

X Oscar R Rommel
(Signature of Debtor)

X OSCAR R ROMMEL
Type or Print

POSITION: OWNER
(Signature of Debtor)

Type or Print

ATLANTIC EQUIPMENT COMPANY
(Company, if applicable)

Allan Greenberg
(Signature of Secured Party)

Allan Greenberg, Exec. V.P.
Type or Print (Include title if Company)

TO THE FILING OFFICE: After this statement has been recorded please mail the same to:

Name and Address Atlantic Equipment Co., 4511 Harford Rd., Balto., Md. 21214-3193

RECORDING FEE 12.00
BALTO CITY REC 709406
JUN 9 87
we

1100

TO BE
 NOT TO BE } RECORDED IN LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$

267923

FINANCING STATEMENT

LESSEE THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC.
Name or Names—Print or Type

301 HOSPITAL DRIVE GLEN BURNIE, MD 21061
Address—Street No., City - County State Zip Code

1. Debtor(s):
Name or Names—Print or Type

Address—Street No., City - County State Zip Code

LESSOR BUILDERS LEASING COMPANY
2. Secured Party: Name or Names—Print or Type

10401 GROSVENOR PLACE SUITE 1703 ROCKVILLE MD 20852
Address—Street No., City - County State Zip Code

ASSIGNEE: MELLON BANK (EAST) NATIONAL ASSOCIATION MELLON BANK CENTER PHILADELPHIA PA 19102
3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

One (1) CGR Senographe 500T Mammography Unit and all attachments; additions and accessories. Machine Serial #73384
THIS IS A TRUE LEASE AND THIS FILING IS FOR INFORMATIONAL PURPOSES

4. If above described personal property is to be affixed to real property, describe real property.

RECORDING FEE 11.00
TAXES .50
MAY 25 109:07
JUN 9 87
uk

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC.

SECURED PARTY: BUILDERS LEASING COMPANY

T. Wyatt Marcus
(Signature of Debtor)

Builders Leasing Co. Partner
(Company, if applicable)

T. WYATT MARCUS
Type or Print

Philip Frederick Jones
(Signature of Secured Party)

(Signature of Debtor)

Type or Print

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address _____
Lucas Bros. Form F-1

1150

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1 DEBTOR(S) and Address(es)</p> <p>Henry W Williams TIA Wings Aerial mapping Co 1660 Cornfield Road Pasadena, Maryland 21122</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Renee Vick - TOLSON</p> <hr/> <p>Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of aerial surveying (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E. Other

RECORD FEE 12.00
 RECORD TAX 45.50
 SERVICE .50
 JUN 9 1987
 We

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax (Md.)
Principal amount of debt initially incurred is: \$ 6200.00

DEBTOR:
 Henry W Williams TIA
 Wings Aerial mapping Co
 (Type Name)
 By: Henry W Williams
 By: _____

SECURED PARTY:
 SIGNET BANK/MARYLAND
 By: Nancy Fox
 NANCY A. FOX
 (Type Name)
 5/9 1987
 (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

1045.50, 50

267925

WT-1

FINANCING STATEMENT

Maturity Date

March 27, 1990

For Filing Officer Use

File No. _____

Date & Hour of Filing _____

DEBTOR (Last name first) Condon, Robert K.

400 Washington Blvd.

Address Glen Burnie, Md. 21061

Street, City, County, State

SECURED PARTY

Westminster Bank and Trust Company

71 E. Main Street. Westminster. Carroll County, Md.

RECORDED FEE 11.00
RECORDED TAX 94.50
POSTAGE .50
0777 R01 109:25
JUN 9 87

1. This Financing Statement covers the following types or items of property: *we*

1980 Kenworth Tractor Serial # 275915K, including any additions, substitutions and replacements thereto, and all proceeds thereof, located on premises known as 400 Washington Blvd., Glen Burnie, Md. 21061

Documentary stamps in the amount of \$106.00 have been paid in Anne Arundel Co., Md.

2. This transaction ~~(is)~~ (is not) exempt from the recording Consideration

\$ 13,500.00

Dated: This 27th day of March, 1987

Secured Party:

Westminster Bank and Trust Company

Debtor *Robert K. Condon*
Signature

By *William S. Noto*
Title Asst. Treasurer

Signature

Filing Officer - Mail this Statement after recording to -

Westminster Bank and Trust Company
71 E. Main Street
Westminster, Maryland

11.00
94.50
50

MARYLAND FINANCING STATEMENT 267926

BOOK 513 PAGE 120

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE William W. Kauffman T/A Kamar Associates
(Name or Names)
95 Barrensdale Drive Severna Park, Maryland 21146
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:

One- NEC Multi-Speed Lap Top Computer w/640K, 2- Disk Drives, & D.O.S.

RECORD FEE 12.00
POSTAGE .50
BALTIMORE CITY 901 709429
JUN 9 87
We

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE William W. Kauffman T/A
Kamar Associates

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: [Signature] Owner
William W. Kauffman (Title)
(Type or print name of person signing)

By: [Signature] Mgr.
Brian G. Connolly (Title)
(Type or print name of person signing)

By: _____ (Title)
WILLIAM W. KAUFFMAN
(Type or print name of person signing)

Return to:
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1050

BOOK 513 PAGE 121

62-2824

PRINT OR TYPE ALL INFORMATION

268022

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

FILE FEE 12.00
SEARCH FEE .50
#16753 0777 801 109437
JUN 9 87
we

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Claude Calvin Dilks
Debora Jean Dilks
Lot D-40 Holiday Mobile Estates
Clark Road
Jessup, Maryland 20794

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

United Savings Bank
11419 Sunset Hills Rd.
Reston, Virginia 22090

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

1975 Schult, 70X14, 2Br., serial #142045

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Claude Calvin Dilks
Claude Calvin Dilks
Debora Jean Dilks

Signature of Debtor if applicable (Date) 5-15-87

Keith L. Blue 5/18/87
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

BOOK 513 PAGE 122 268022

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Robert W. Childs Landscape Contractors, Inc. 491 College Parkway Arnold, Maryland 21012	2. Secured Party(ies) and Address(es) Ford Motor Credit Company P.O. Box 637 Mechanicsville, VA 23111
---	--

For Filing Officer (Date, Time, Number and Filing Office)

RECORDING FEE 11.00
STAMP JUN 9 87
we

3. This Financing Statement covers the following types (or items) of personal property:
New Holland L785 Deluxe Loader #704683
70" Utility Bucket
1650 Lowe Auger w/36" Bit

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Robert W. Childs Landscape Contractors, Inc.

Robert W. Childs
PRES
(SIGNATURE OF DEBTOR)
Robert W. Childs

Ford Motor Credit Company
(NAME OF SECURED PARTY)

BY: *Lina Ananiev*
Agent

1150

513-123

not used

6-9-87

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 513 PAGE 124
Identifying File No. 268024

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated March 19, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fort George Associates Limited Partnership T/A Fort George Motor Inn
1630 Annapolis Road
Address Odenton, Maryland 21113

2. SECURED PARTY

Name Telerent Leasing Corporation
P.O. Box 26627
Address Raleigh, North Carolina 27611
Attention: N. Reavis

RECORD FEE 13.00
POSTAGE .50
MAY 26 07 01 709#44
JUN 9 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

30 - 19" Color Television Receivers, Tele-Color Model No. RC300R, and related equipment installed in Fort George Motor Inn, 1630 Annapolis Road, Odenton, MD, in accordance with Lease Agreement No. 4391

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Fort George Associates Limited Partnership

By Bhailal Patel
(Signature of Debtor)

BHAILAL B PATEL, General Partner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

13.50

Suzanne Price
(Signature of Secured Party)
Telerent Leasing Corporation
By Suzanne Price, Contract Analyst
Type or Print Above Signature on Above Line

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s):
Address:

EnTech Inc.
1651 Crofton Blvd #14
Crofton, Md 21114

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

RECORD FEE 11.00
FORAGE .50
200764 CIVI ROL TOP: 45
JUN 9 37

3. This Financing Statement covers the following types (or items) of property:

A continuing security interest in all accounts receivable, inventory and equipment now in existence and hereafter acquired.

we

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): EnTech Inc. by:
Michael G. Budowski
Michael G. Budowski, Vice Pres.

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *[Signature]*
MICHAEL (Type Name and Title)
Senior Branch Officer

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1150

268026

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First)	2. Debtor(s) Complete Address(es)	
Software Associates, Inc.	201 Benton Avenue Linthicum, Maryland 21090	5-19-91
3. & 4. Secured Party(ies) and Complete Address(es)	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840		<p>REGISTRATION FEE 11.00 SALES TAX 466.00 SERVICE .50 TOTAL 487.50 JUN 9 1991</p> <p>we</p>
7. This financing statement covers the following types (or items) of property (Describe)		
1-#011439 IBM Psnl Comp 64K,2Drives S/N 0607335 & 0078153 1-#030803 IBM Mono Display 1-#030805 IBM Mono D & P Adapter 2-#060908 64K Chip Sets 1-#184708 IBM Personal Computer/Printer (256K,200MB,single) 1-#14207-5613 Computer System Unit 1-#2222-321 System 36 Support Program 1-#2227-321 System 36 RPL II Compiler (IBM) 1-#2227-321 System 36 Utilities (IBM) 1-#5799 BNY System 36 File support Utility (IBM) 1-#5150 XXX Personal Computer Convenience Kit 2-UDS 208 A/B Modems, S/N s -25237, 25238 1-Model 5340 C24 system/34 64K,64MEG Comp.#41761 2 Model 5291 CRT Term. #24617,24618 1-Model 5224 240 LPM Printer #27-17600 Misc. Cable IBM Systems products.		
8a. <input checked="" type="checkbox"/> Proceeds are also covered.		
8b. <input type="checkbox"/> Products of collateral are also covered. No. of additional sheets presented		
Filed with CIRCUIT COURT CLERK OF <u>Annie Arundel</u> County Other <u>SDAT</u>		
9. Transaction is <input checked="" type="checkbox"/> subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>65,000</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s)		
Software Associates, Inc.		
by <u>X Robert Reason</u>		
Signature(s) of Secured Party(ies) or Assignee(s)		
[Redacted Signature]		
By _____ (Title)		
Citizens Bank and Trust Company of Maryland		
By <u>John W. Heinicke</u> John W. Heinicke, Assistant Treasurer		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
DS 30		
Printed in U. S. A		

11-415-50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 513 PAGE 127
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN **368027**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Sand & Gravel

Address PO Box 1073, Crownsville, MD. 21032

2. SECURED PARTY

Name Furnival Machinery Co.

Address 7135 Standard Dr., Hanover, MD. 21076

2240 Bethlehem Pike, Hatfield, PA. 19440

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Komatsu WA600, Wheel Loader, Serial # 10156

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Proceeds to be kept separate and apart

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#16771 C777 R01 109:50
JUN 9 87

James Cunningham

(Signature of Debtor)

JAMES CUNNINGHAM
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ronald Luchan

(Signature of Secured Party)

RONALD LUCHAN
Type or Print Above Signature on Above Line

we

1150

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 513 PAGE 128 267929
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee:

Name Frank Joseph & Sons, Inc. T/A Jolly Shows
Address 1415 Colonial Manor Court, Annapolis, MD 21401

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation
Address P.O. Box 157, Willow Grove, PA 19090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Taylor Freezer Model #754

Name and address of Assignee
CONTINENTAL BANK
1535 Locust Street
Philadelphia, PA 19102

"NOT SUBJECT TO RECORDATION TAX"

RECORDED FEE 12.00
INDEX FEE 50
JUN 9 1987

W1

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

m+j ROBERT
X Robert Joseph

(Signature of Debtor)
Frank Joseph & Sons, Inc.
T/A Jolly Shows

Type or Print Above Signature on Above Line

G. Waldron

(Signature of Secured Party)

Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

1250

STATE OF MARYLAND

BOOK 513 PAGE 129
Identifying File No. 67928

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hartman and Crain
Address 2661 Riva Rd. suite 810 Annapolis Md 21401

2. SECURED PARTY

Name AT+7 Information Systems
Address 123 Market Pl. 7th fl.
Balt - Md. 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORDED SEE 11.00
POSTAGE .50
116000 0711 001 TOP 455
JUN 9 87

Merlin 3070 system and associated
equipment

W

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

X Hartman and Crain
(Signature of Debtor)

X S. Kennon Scott
Type or Print Above Name on Above Line

X _____
(Signature of Debtor)

X _____
Type or Print Above Signature on Above Line

Dawn M. Ware
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1130

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel Co. \$350.00 5/12/87

5. Debtor(s) Name(s): Weinhouse and Forman, P.A. Address(es): 8028 Ritchie Highway
Baltimore, Maryland 21022

6. Secured Party Maryland National Bank Address Department LDRU
Attention: LDRU Post Office Box 987, Mailstop 022801
Baltimore, Maryland 21203
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A):

LANDER FEE 11.00
RECORD TAX 350.00
SERVICE .50

Debtor: Weinhouse and Forman, P.A.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Barry J. Weinhouse, President

By: [Signature] (Seal)
Paula K. Himeles, Assistant Vice President

By: [Signature] (Seal)
Arnold Forman, Sec/Treas.

Paula K. Himeles, Assistant Vice President
Type name and title

11-2282 CTTI 001 109456
JUN 9 87
we

11-
350.50

4860631-9001

267931

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____

2. To Be Recorded among the Financing Records at Anne Arundel County

3. Not subject to Recordation Tax.

4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 100,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to MD State Dept. Assessment and Taxation \$330.00 we

RECORD FEE 11.00
 FEE .50
 11393 0177 001 109-56
 JUN 9 87
 5/13/87

5. Debtor(s) Name(s): RJW Enterprises, Inc. Address(es): 3105 Bennington Court
 Baldwin, Maryland 21013
 1200 Rt. 3 Crofton Parkway
 Crofton, Maryland 21114

6. Secured Party: Maryland National Bank Address: Department: LDRU
 Post Office Box 987, Mailstop 022801
 Attention: LDRU Baltimore, Maryland 21203

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A).

Furniture and fixtures

Debtor: RJW Enterprises, Inc.

Secured Party: Maryland National Bank

By: Richard L. Watson (Seal)
 Type name and title, if any

By: Carol J. Carty (Seal)

By: Richard L. Watson, President (Seal)
 Type name and title, if any

Carol J. Carty, Assistant Vice President
 Type name and title

MARYLAND NATIONAL BANK

3764461-9001

11.30

MARYLAND NATIONAL BANK 513 PAGE 133
(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- _____

dated 4/9/87, 19____, and executed by RJW Enterprises, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s)

Property Description (continued):

Furniture and Fixtures

GRANTOR/DEBTOR RJW Enterprises, Inc. GRANTOR/DEBTOR

By: Richard L. Watson (SEAL) By: _____ (SEAL)
Richard L. Watson, President Name: _____
Name: _____ Title: _____
Title: _____

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

11-50

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Circuit Court of Anne Arundel County.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

11.00
.50
7 AM 109:58
JUN 9 87
ul

5. Debtor(s) Name(s): Garon's Furniture Company, Inc. Address(es): 8725-8727 Loch Raven Boulevard
Towson, Maryland 21204

- SEE ATTACHED SCHEDULE A FOR ADDITIONAL COLLATERAL LOCATIONS.

6. Secured Party Maryland National Bank Address Department: LDRU
Post Office Box 987, Mailstop 02-28-01
Attention: Alice Keith Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor Garon's Furniture Company, Inc.

Secured Party: Maryland National Bank

By: _____ (Seal)
Type name and title if any Ronald B. Levine- President

By: Ruth F. Riley (Seal)
Type name and title Ruth F. Riley- Senior Loan Policy Officer

By: _____ (Seal)
Type name and title if any Gary J. Levine- Vice President

MARYLAND NATIONAL BANK

1594324-0001

1750

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

BOOK 513 PAGE 135

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- _____

signed April 16, _____, 19 87, and executed by Ronald B. Levine, President
& Gary J. Levine, Vice President for Garon's Furniture Company, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

ADDITIONAL COLLATERAL LOCATIONS:

6612 Baltimore National Pike
Baltimore, Maryland 21228

2567 Solomons Island Road
Annapolis, Maryland 21401

2108 Emmorton Road
Bel Air, Maryland 21014

GRANTOR/DEBTOR: Garon's Furniture Company, Inc.

By: X _____ (SEAL)

Name: Ronald B. Levine

Title: President

By: X _____ (SEAL)

Name: Gary J. Levine

Title: Vice President

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

267933

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Arundel Video, Inc.
(Name)
7608 Baltimore and Annapolis Blvd.
(Address)
Glen Burnie, Maryland 21061

Attn: Marc Tohir
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

See attached Schedule A

RECORD FEE 12.00
 POSTAGE .50
 JUN 9 1987 10:06
 ce

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3 Products of the collateral are also specifically covered

4. Mr. Clerk. Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

✓ Harley R. Brady President (Seal)
 _____ (Signature)
Harley R. Brady
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

David F. Harris Vice President (Seal)
 _____ (Signature)
David F. Harris
(Print or Type Name)

12.50

ATTACHMENT A

BOOK 513 PAGE 137

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory. (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

267934

BOOK 513 PAGE 138

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated March 25, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Liskey-Aire Inc.
Address 1321 A Mercedes Drive, Hanover, Maryland

2. SECURED PARTY

Name Marine Midland Bank, N. A.
Commercial Banking Department
Address 50 Main Street
Lockport, New York, 14094

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All equipment, inventory, fixtures, accounts, general intangibles, and chattel paper now owned or hereafter acquired by the Debtor.

RECORDED FEE 11.00
SEARCH FEE .50
MAY 26 0777 AM 11:08

CHECK THE LINES WHICH APPLY

JUN 9 87

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

WK

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Liskey-Aire Inc. by John G. Orr
(Signature of Debtor) President

Liskey-Aire Inc. by John G. Orr, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Judy Sedley
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.50

267935

BOOK 513 PAGE 139

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Ritchie Bike And Moped, Inc
8360 Maryland Rt 3
Millersville MD 21108

2. Secured Party(ies) and address(es)

BOMBARDIER CREDIT, INC.
East Main Street Road
Malone, New York 12953

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
MAY 20 07 01 10:12
JUN 9 87

4. This financing statement covers the following types (or items) of property:
All of the rights, titles and interests (whether now existing or hereafter arising or acquired from time to time) of the Debtor in, to and under all inventory, including but not limited to, all goods manufactured and/or sold by

Simplicity Manufacturing, Inc.,

the purchase of which was financed or floorplanned by Bombardier Credit, Inc. for the debtor of whatever kind or nature, wherever located, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accossions thereto and thereof, and all other goods used or intended to be used in conjunction therewith and all proceeds and products thereof, and documents relating thereto.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: County clerk of circuit court Anne Arundel MD

NOT SUBJECT TO
RECORDATION TAX

Earle Biedling, President

Ritchie Bike and Moped, Inc

Bombardier Credit, Inc.

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

267936

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)
Miller, Stewart Andrew
Miller, Nancy Halterman
Chesapeake Mobile Court
Lot 81
Hanover, Md. 21076

2 Secured Party(ies) and address(es)
Eastern Homes
8291 Washington Blvd.
Jessup, Md. 20794

For Filing Officer (Date, Time, Number, and Filing Office)

SECURED FEE 12.00
POSTAGE .50
#1-299 077 801 T10:10
MAR 9 87

4 This financing statement covers the following types (or items) of property

1984 Atlantic, Champion, Mobile Home, 65x14, Serial 0748824277
Together with all appliances, equipment, accessories, parts & accessions thereon & thereto all substitutions, replacements or additions therefore, & all proceeds thereof, all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor & secured party.

5 Assignee(s) of Secured Party and Address(es)

All Valley Acceptance Co.
P.O. Box 668
Uniontown, Pa. 15401

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Stewart Andrew Miller Nancy Halterman Miller

All Valley Acceptance Co.

By: *Stewart Andrew Miller*
Nancy Halterman Miller
Signature(s) of Debtor(s)

Title

By: *Tom [unclear]*
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

12 (For 50 in Most States)

BOOK 513 PAGE 141
267937

This Financing Statement is filed with Office of the Secretary of the State, Uniform Commercial Code Div. 30 Trinity St., Hartford, Conn. 06106

NAME AND ADDRESS OF DEBTOR (Or Assignor)	NAME AND ADDRESS OF SECURED PARTY (Or Assignee)	FOR FILING OFFICER (Date, Time, Number)
GOULD INC., OCEAN SYSTEMS DIV., 6730 BAYBROOK DRIVE BLDEN HURST, MD. 21061	GENERAL DYNAMICS CORP., ELECTRIC MOTOR DIVISION, EASTERN PLANT BLDG., GATOR, CT. 06317	RECORD FEE 11.00 POSTAGE .50 H17000 CTR 801 T10:10 JUN 9 87

1. This financing statement covers the following types (or items) of property (Describe)

All personal property, including, without limitation, raw materials, inventory, work-in-process, equipment, finished goods, drawings, designs, models, tools, dies and molds now or hereafter acquired, and any and all increases, additions, accessions, substitutions and proceeds thereof, used or to be used in connection with the combination of purchase orders filed herewith as hereinafter, hereby or hereafter supplemented, between Buyer and Seller. All present and future contract rights relating to Seller's completion of said purchase order, including, without limitation, any ship orders or purchase orders used or issued by Seller to other parties, together with all rights relating thereto.

NOT SUBJECT TO RECORDATION TAX
1/13/87

2. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet).
3. (If applicable) the above goods are to become fixtures on (describe real estate above or on a separate sheet) and filing statement is to be filed for record in the real estate records.

4. (If debtor does not have an interest of record) the name of the owner is _____
 (If products of collateral are claimed) products of collateral are also covered.

Number of additional sheets presented _____ Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes

WHICHEVER IS APPLICABLE	Signature of Debtor (Or Assignor) Gould Inc., Ocean Systems Div.	Signature of Secured Party (Or Assignee)
-------------------------	---	--

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - UNIFORM COMMERCIAL CODE FORM 1

11.50

BOOK 513 PAGE 142

267938

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es)
 DONNA M. BAKER
 490 PAXTUXENT RD #4
 ODENTON MD 21113

2 Secured Party(ies) Name(s) and Address(es)
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BLVD ; #245
 WOODBRIDGE, VA 22191

3 The Debtor is a transmitting utility

4 For Filing Officer Date Time No Filing Office
 RECORD FEE 11.00
 815994 DTTE PM 11:07
 JUN 9 87

5 This Financing Statement covers the following types (or items) of property
 1987 LIBERTY 46001
 60 X 14 SERIAL # 08-L-59081
 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND AFFURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6 Assignee(s) of Secured Party and Address(es)
 815995 DTTE PM 11:07
 JUN 9 87
 all

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

8 Describe Real Estate Here
 This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street _____ Town or City _____ County _____

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

By DONNA M. BAKER Signature(s) of Debtor(s)

By Isabel Manfredi Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

GREEN TREE ACCEPTANCE INC.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

1 Debtor(s) (Last Name First) and Address(es)

GREG L. BUCHHOLZ
WANDA N. BUCHHOLZ
232 LYONS GREEN MOBILE ESTATES
LOTHIAN MD 20830

2 Secured Party(ies) Name(s) and Address(es)

GREEN TREE ACCEPTANCE INC.
2200 OPITZ BLVD # 4245
WOODBRIDGE, VA 22191

3 The Debtor is a transmitting utility

4 For Filing Officer: Date Time No. Filing Office

RECORD FEE 12.00
POSTAGE .50

RECEIVED BY THE CLERK OF THE COURT
SEP 9 87

5 This financing statement covers the following type(s) (or items) of property

1973 HONDA BY DUNHILL
60 X 24 SERIAL # 2454F0310112973
*AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND
APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
PRODUCTS OF THE MANUFACTURER ARE ALSO COVERED

6 Assignee(s) of Secured Party and Address(es)

ul

Products of the Manufacturer are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the Debtor, or
- as to which the filing has lapsed, or
- already subject to a security interest in another jurisdiction
- when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean

- Consignee(s) and Consignor(s) or
- Lessee(s) and Lessor(s)

GREG L. BUCHHOLZ

WANDA N. BUCHHOLZ

GREEN TREE ACCEPTANCE INC.

By *Greg L. Buchholz*
Signature(s) of Debtor(s)

Wanda N. Buchholz
Signature(s) of Debtor(s)

By

D. G. Glavin
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3-83)

(1) FILING OFFICER COPY—NUMERICAL 1250

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

267940

4 <input type="checkbox"/> Filed for record in the real estate records.	5 <input type="checkbox"/> Debtor is a Transmitting Utility.	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Propulsion Dynamics, Inc. 2200 Somerville Road Annapolis, MD 21401	2 Secured Party(ies) and address(es) Digital Equipment Corporation 6 Cherry Hill Executive Campus Cherry Hill, NJ 08002	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORDED FEE 11.00 POSTAGE .50 MAR 55 0777 AM 109#39 JUN 9 87

7 This financing statement covers the following types (or items) of property:

MicroVAX II Computer system including peripherals, software, terminals, mass storage devices, cabineting, cabling, as more fully described in Exhibit A to Schedule 01 dated April 16, 1987 to Master Lease Agreement dated April 16, 1987 between Debtor and Secured Party. ee

ASSIGNEE: Wells Fargo Leasing Corporation
101 California Street, Suite 2800
San Francisco, CA 94111

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	PROPULSION DYNAMICS, INC. <i>[Signature]</i> Signature(s) of Debtor (Or Assignor)	DIGITAL EQUIPMENT CORPORATION <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)
--	---	--

BOOK 513 FILE 145
26794

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name (Last Name First) and address(es)
Miller, E. Breen
Box 710
Harwood, Md 20776

2. Secured Party(ies) name and address(es)
JOHN DEERE COMPANY
P O Box 65090
West Des Moines, IA 50265

3. Maturity date (if any): (leave blank)
For Filing Officer (Date, Time, Number, & Filing Office)

RECORD FEE 11.00
POSTAGE .50
ILLSP48 CTTT NO1 109#33
JUN 9 87

The amount of indebtedness secured under this financing statement at the time of its filing exceeds \$200.00
4. This financing statement covers the following types (no items) of property:

- 1 Used JD 210 disk harrow, new blades serial #T0210 018392A
- 1 Used Unverferth field cultivator serial #3084

ANNE ARUNDEL A 215 64 4997

Proceeds of Collateral are also covered. Products of Collateral are also covered.

FILED WITH Sec. of State Other: (Indicate Office)

No. of additional sheets presented

This instrument prepared by Secured Party at Secured Party's above mentioned address.
The carbon impressions of our signatures on copies of this Financing Statement shall constitute signatures on such copies.

By [Signature]
Signature(s) of Debtor(s)

JOHN DEERE COMPANY
By [Signature]
Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL

STANDARD UNIFORM COMMERCIAL CODE FORM UCC-1A STOCK 7-82

DISTRIBUTION SERVICE CENTER FORMS PURCHASING

2679-12

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Thomas A. Anderson
Gabrielle C. Anderson
694 Carlisle Dr.
Arnold, MD 21012

2. Secured Party(ies) and address(es)
The Riggs National Bank of
Washington DC
1120 Vermont Ave. N.W.
Washington, DC 20005

3. Maturity Date (if any):
For Filing Officer (Date, Time, Number,
and Filing Office)

4. This financing statement covers the following types (or items) of property:

1985 Sea Ray 34' 340 Express Cruiser Hull #SERF4793A585
T/340 hp Mercruiser Engines Port #6831154 & Stbd #A315519

5. Assignee(s) of Secured Party and
Address(es)

RECORD FEE 12.00
316745 0777 R01 TOP:31
JUN 9 87
ul

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
Filed with:

Thomas A. Anderson
Thomas A. Anderson
Signature(s) of Debtor(s)

Gabrielle C. Anderson
Gabrielle C. Anderson
Signature(s) of Debtor(s)

[Signature]
A. MOLSTER
Vice President
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1
12-00

BOOK 513 PAGE 147

2679-13

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
DONALD L KNOTTS
1422 REGENT ST
ANNAPOLIS MD 21403
LAURA J KNOTTS

2. Secured Party(ies) and address(es)
RIGGS NATIONAL BANK OF WASH.
1120 VERMONT AVENUE
WASHINGTON DC 20005

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
316746 0771 801 709131
JUN 9 87
ll

4. This financing statement covers the following types (or items) of property:
BOAT 1987 36' CARVER AFT S/N CDRT0005F687
MOTOR 1987 MERCURY IB 340 HP S/N B453427
TRAILER 19 S/N
MOTOR #2 1987 MERCURY 340 HP S/N A675602

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Filed with

[Signature]
DONALD L KNOTTS
By [Signature]
Signature(s) of Debtor(s)
LAURA J KNOTTS

[Signature]
J. A. MOLSTER
By [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Official Copy - Alphabetical

STANDARD FORM FORM-UCC-1.

267944

This FINANCING STATEMENT is presented as a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es) WESTINGHOUSE ELECTRIC CORPORATION CAMP MEADE ROAD BALTIMORE, MD 21240	2. Secured Party(ies) Name(s) and Address(es) DIAMOND PAGE INTERNATIONAL CORPORATION 713 E. GENESEE STREET SYRACUSE, NY 13210	4 For Filing Office: Date, Time, No. Filing Office	

5. This Financing Statement covers the following types (or items) of property: (21) IBM 3191-B10, SN's: G8448, G8487, G9080, G8449, G8488, G9092, G8457, G9067, G9101, G8458, G9068, G8461, G9070, G8467, G9071, G8470, G9072, G8478, G9077, G8479, G9079 Lease # 8611-7629	6. Assignee(s) of Secured Party and Address(es) The Savings Bank of Utica 233 Genesee Street Utica, NY 13501
---	---

<input checked="" type="checkbox"/> Products of the Collateral are also covered.	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.	9. Name of a Record Owner
--	--	---------------------------

No. & Street	Town or City	County	Section
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box): <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input checked="" type="checkbox"/> already subject to a security interest in another jurisdiction: <input checked="" type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.			

Westinghouse Electric Corporation _____ Diamond Page International Corporation
 By _____ Signature(s) of Debtor(s) By *Joseph A. Smith* Signature(s) of Secured Party(ies)

RECORD FEE 11.00
 POSTAGE .50
 JUN 9 87

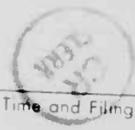
267945

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)
MBA Container Corporation
135 Roesler Road
Glen Burnie, Maryland 21061
#2032

2. Secured Party(ies) and address(es)
P.C. Leasing Corporation
630 Third Avenue
New York, New York 10017

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)



RECORD FEE 10.00
POSTAGE .50
JUN 9 1987 10:01
JUN 9 87

4. This statement refers to original Financing Statement bearing File No. 265788
Filed with Anne Arundel County, MD Date Filed Feb 3 19 87

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Assigned to: USX Credit Corporation, 600 Grant Street, Pittsburgh, Pennsylvania 15230
Equipment: One (1) Curioni Box Machine 38" x 86" Flexo, S/N 7199/220/77; One (1) Curioni Box Machine, 50" x 120" Flexo, S/N 037/310/86; One (1) Flynn & Emrich Press, 50" x 114", S/N PB521; all equipment listed above complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: J. B. McCordley
Signature(s) of Secured Party(ies)

P.C. Leasing Corporation

Filing Officer Copy - Alphabetical

105 STANDARD FORM - FORM UCC-3

BOOK 513 PAGE 152

or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with the construction and development of the property into finished residential building lots.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A**.

Debtor:

BRETTON WOODS LIMITED PARTNERSHIP
A Maryland Limited Partnership

BY: BAY SHORE LAND COMPANY, INC.
General Partner

BY: I. Richard Priddy (SEAL)
I. RICHARD PRIDDY, PRESIDENT

Dated: 5/13/87

MR. CLERK: Return to:

BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street
Annapolis, Maryland 21401
ATTN: David S. Bruce, Esq.

S348683P.MLS

ALL that part and parcel of land lying and situate in Anne Arundel County, Maryland, and known as Lots 17, 18 and 19, Block C, in the subdivision known as "Bretton Woods", per Plat 3, Section V, thereof recorded in Plat Book 87 at page 15, among the Land Records of Anne Arundel County, Maryland, and Lots 1, 2, 3, 4, 5, 6 and 7 of Block D, in the subdivision known as "Bretton Woods", per Plat 1, Section V, thereof recorded in Plat Book 87 at page 13, among the Land Records of Anne Arundel County, Maryland, and Lots 8, 9, 10, 12, 13, 14, 15 and 16 of Block D, per Plat 2, Section V, thereof recorded in Plat Book 87 at page 14, among the Land Records of Anne Arundel county, Maryland.

s34868ex.asc

AA Co. R. 50

267947 1168 7

BOOK 513 PAGE 154

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Richard M. Wise Sr. dba Nursery Road Shell

Name or Names - Print or Type

1. LESSEE(S)	724 Nursery Road	Linthicum, MD 21090		
	Address - Street No.	City - County	State	Zip

2. LESSOR	L-J Leasing Company 600 Reisterstown Road	Baltimore	Maryland	21208
-----------	--	-----------	----------	-------

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1- Ross Temp Ice machine, Model RCV404

1- Starrett Ice Machine, Model 380AD (merchandise) *AKA 924 12.00*

*.50
JUN 10 87*

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S) : **Richard M. Wise Sr. dba
Nursery Road Shell**

By: *[Signature]*

Signature of Lessee

Type or Print

LESSOR : L-J Leasing Company

By: *[Signature]*

Signature of Lessor

Louise E. Neutze, Mgr.

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

17.50

AA Co 12.50

3293 7

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

267918

FINANCING STATEMENT

Hinkleman's Shell Station
Name or Names - Print or Type

1. LESSEE(S) 463 N. Camp Meade Road Linthicum, MD 21090
Address - Street No. City - County State Zip

2. LESSOR L-J Leasing Company
600 Reisterstown Road Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

- 1- Cold Draft Ice Machine, Model GB603WHK
 - 1- Mini Ice Plant, Model MIP430PT
 - 1- Dispenser Stand, Model TDSBPT
 - 1- Traulsen Stand, Model
- RECORD FEE 12.00
SERVICE .50
JUN 10 87
we

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.
7. Products of collateral are covered.

LESSEE(S) Hinkleman's Shell Station
By: Gregory Hinkleman
Signature of Lessee
Gregory Hinkleman Partner
Type or Print

LESSOR L-J Leasing Company
By: Louise E. Neutze
Signature of Lessor
Louise E. Neutze, Mgr.

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

Handwritten initials

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:
Arundel Equipment, Inc.
 305 E. Furnace Branch Road
 Glen Burnie, MD 21061
2. The name and address of the Secured Party (or Assignee) is:
First Virginia Commercial Corporation
 6400 Arlington Boulevard
 Falls Church, VA 22046
3. The maturity date of the obligation (if any) is: _____
4. This Financing Statement covers the following types (or items) of property: (Describe)
One (1) Caterpillar Model 926 Wheel Loader, SN 94Z01624
One (1) Caterpillar Model 225B Hydraulic Excavator, SN 2ZD00457
5. Check the lines which apply if any, and supply the information indicated:
 - (If collateral is crops). The above described crops are growing or are to be grown on: (describe real estate)
 - (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)
 - (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 - (If products of collateral are claimed) Products of the collateral are also covered.
6. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$_____.

SEARCH FEE 11.00
 STAMP .50
 JUN 10 83
 ue

Debtor(s):

Arundel Equipment, Inc.

Beverly A. Napfel, Sec.

Beverly A. Napfel, Secretary

Secured Party:

First Virginia Commercial Corporation

By *Joseph Hutton, Jr.*

AUTHORIZED SIGNATURE
Joseph Hutton, Jr.
Vice President

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
 All Information Must Be Typewritten or Printed in Ink

1150

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

May 20, 1989

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 8910034 in Office of M. De M. (Filing Officer) (County and State)

Debtor or Debtors (name and Address): Robert S. Leiders
Linda L. Leiders
2048 Bellhaven Ave
Baltimore, MD 21228

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party: M. De M.

By: [Signature] Its Branch Office Manager

1550

10:00
109452
MAY 10 1989

8910034

FINANCING STATEMENT FORM UCC-9

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transactions or transactions wholly or partially subject to recording not tax indicant amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: Silber, Stanley B. & Deborah K.
Address: 3 Bluestone Rd., Lutherville, MD 21093

2. SECURED PARTY

Name: First Commercial Corporation
Address: 303 Second Street, Annapolis, MD 21403

RECORD FEE 12.00
STAMP 035M1 T09:49

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

JUN 10 87

4. This financing statement covers the following types (or items) of property: (List)

1985 Chris Craft, 460, LOA 46', Fiberglass, Hull #CCSYC106A585 with 1985 General Motors, H.P. T/410, diesel engines, serial # 6A444141, 6A442502

ASSIGNEE:

Society for Savings
1290 Silas Deane Hwy
Wethersfield, CT 06109

Kept: Pasadena, MD

CHECK IN THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Stanley B. Silber

(Signature of Debtor)

Stanley B. Silber
Type or Print Above Name on Above Line

Deborah K. Silber

(Signature of Debtor)

Deborah K. Silber
Type or Print Above Signature on Above Line

Elizabeth L. ...

(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

1030

Anne Arnold
5/18/87

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 513 PAGE 159
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

267951

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Coffee Delight Inc.
Address 326 Rt 3 South St. K; Millersville, Anne Arundel, MD 21108

2. SECURED PARTY

Name Newco Enterprises Inc.
Address PO Box 852; St. Charles, MO 63302

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 10/20/87

4. This financing statement covers the following types (or items) of property: (list)

loan # 9043 S - 11 Newco commercial coffee brewers
51778;75;51271;57784;47447;47441;47457;47444;47742;51018;1327

RECORD FEE 11.00
POSTAGE .50
#17445 045 R01 T09#41

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

JUN 10 87

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) *de*

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert Wright
(Signature of Debtor)

Robert Wright
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joseph Webster
(Signature of Secured Party)

Joseph Webster, Pres
Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND
FINANCING STATEMENT BOOK 513 PAGE 160

Identifying File No. 267952

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Coffee Delight Inc.
Address 326 Route B South; Millersville, Anne Arundel, MD 21108

2. SECURED PARTY

Name Newco Enterprises Inc.
Address PO Box 852; St. Charles, MO 63302

RECORDING FEE 11.00
STAMP FEE .50
M/T 444 035 101 109#47

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11/15/88

4. This financing statement covers the following types (or items) of property: (list)

loan # 9061 S - 26 Newco commercial coffee brewers
65527;25;31;28;34;29;35;36;65041;36;39;52045;52492;93;95;
96;51794;51780;51801;51792;51786;51997;51777;51776;
51793

JUN 10 87
ul

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert Wright
(Signature of Debtor)

Robert Wright
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joseph Webster

(Signature of Secured Party)

Joseph Webster, Pres

Type or Print Above Signature on Above Line

1150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated May 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hacks, Inc.
Old Solomans Island Rd., Annapolis, MD 21401
 Address 134 Main St.; Annapolis, MD 21401
19 Parole Plaza; Annapolis, MD 21401

2. SECURED PARTY

Name BORG-WARNER ACCEPTANCE CORP.
 Address 10400 Connecticut Avenue, Suite 402, P.O. Box 285
Kensington, Maryland 20895
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
 JUSTICE .50
 217443 CME #01 7097-46
 JUN 10 87

we

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise. NOT SUBJECT TO RECORDATION TAX

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

BORG-WARNER ACCEPTANCE CORPORATION BY:

[Signature]
 (Signature of Debtor)
HOMER HACK, President
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 Type or Print Above Signature on Above Line

[Signature]
 (Signature of Secured Party)
John S. Joseph, Asst. Branch Manager
 Type or Print Above Signature on Above Line

11-20

STATE OF MARYLAND

FINANCING STATEMENT

BOOK 513 PAGE 162

267954

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOMESTEAD GARDENS, INC.
Address RT. 1 BOX 19 CENTRAL AVE. DAVIDSONVILLE, MD 21035

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA
SOUTHEAST DIVISION
Address 4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE

11.00

.50

117440 (345 801 709) 46

JUN 10 87

ue

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 NEW KCC B7200 DT TRACTOR, SER.#63799.

Name and address of Assignee

29870-839682

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Homestead Gardens, Inc.
By Don Chidley
(Signature of Debtor)

HOMESTEAD GARDENS, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.50

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) GEORGE F. JACKSON 175 SONNY'S COURT LOTHIAN MD 20711	2 Secured Party(s) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD # 3045 WOODBRIDGE, VA 22191	4 For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE .50 #17541 CM5 R01 TOP 45 10 81	

5 This Financing Statement covers the following types (or items) of property 1975 ZIMMER 70 X 14 SERIAL # 15756 *AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANANCES THEREIN AND THERETO, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S PRODUCT. The Collateral are also covered AGREEMENT AND/OR RETAIL	6 Assignee(s) of Secured Party and Address(es) <i>al</i>	7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)
8 Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)					

GEORGE F. JACKSON GREEN TREE ACCEPTANCE INC.

By *G Jackson* Signature(s) of Debtor(s) By *R G Jones* Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(3/83) 1150 FILING OFFICER COPY—NUMERICAL
 STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 **BOOK 513 PAGE 164**
 Identifying File No. 267956

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RUSSELL J. BAKER

Address 2 EDGE HILL SHERWOOD FORREST MARYLAND 21405

2. SECURED PARTY- ASSIGNEE

Name KUBOTA CREDIT CORPORATION, USA
SOUTHEAST DIVISION

Address 4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
 POSTAGE .50
 #17440 C345 501 T09:45
 JUN 10 87

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - NEW KUBOTA TRACTOR MN# L3350 SN# 51023
- 1 - NEW KUBOTA LOADER BF800 10672
- 1 - NEW WOODS MOWER MB106 3122

Name and address of Assignee--SECURED PARTY
 BALDWIN SERVICE CENTER INC.
 41 DEFENSE HIGHWAY
 ANNAPOLIS, MARYLAND 21401

KUBOTA CONTRACT # 13400-811071

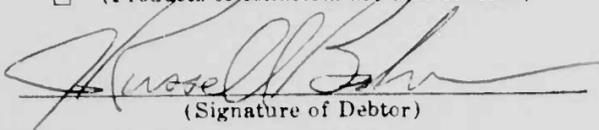
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

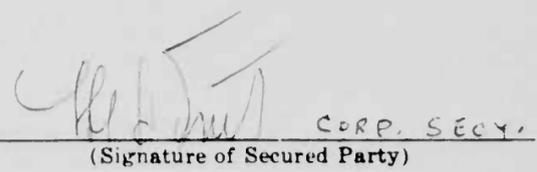

 (Signature of Debtor)

RUSSELL J. BAKER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


 (Signature of Secured Party)

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

117.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Terry Ray Knight
 Address 461 Oakton Road, Odenton, MD 21113

2. SECURED PARTY

Name Washington Freightliner
 Address 201 Richtie Road, Capitol Heights, MD 20743

RECORD FEE 11.00
 JUN 10 81

ul

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) 1987 Freightliner Model FLC12064 Tandem Dump Truck with a 15' R&S Aluminum Dump Body

Assignee: Deutsche Credit Corporation
 4 Greentree Centre - Suite 204
 Marlton, NJ 08053

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Terry Ray Knight
 (Signature of Debtor)

Terry Ray Knight
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner
 (Signature of Secured Party)

Type or Print Above Signature on Above Line

11



FINANCING STATEMENT

1 To Be Recorded in the Land Records at _____
 2 To Be Recorded among the Financing Statement Records at _____
 3 Not subject to Recordation Tax
 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

RECORD FEE 11.00
 POSTAGE .50
 JUN 10 1987
 ul

5 Debtor(s) Name(s) _____ Address(es) _____
 M & M Amusement, Inc. 325 Roesler Road
 Glen Burnie, MD 21061

Secured Party Willow Ent. Inc. 325 Roesler Rd
 Attention: Louis Wilner
 Address: Glen Burnie, Md. 21061

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
 (A) Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 (B) Contract Rights: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 (C) Accounts: All of the accounts or debts due to or for (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account or debt, cash and non-cash proceeds and products of all such goods.
 (D) General Intangibles: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 (E) Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each Debtor, together with all rights inherein to such property and goods and all cash and non-cash proceeds thereof.
 (F) All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 (G) Specific Equipment: All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 (H) Other: All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
 (I) All or a portion of the property described above is affixed to or is or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

M&M Amusement, Inc. (Seal)
 Larry Jay Wilner - Pres
 Larry Jay Wilner

Secured Party
 Willow Enterprises, Inc (Seal)
 Louis Wilner - Sec Treas

RETURN TO
 Asst. Sec. - FIRESTONE FINANCIAL CORP.
 28 Glen Ave
 Newton Center, Mass
 02159

1150

SCHEDULE A

BOOK 513 PAGE 167

This Schedule A is attached and made a part of

~~Installment Sales Contract between Willow Enterprises, Inc. (Vendor)~~

and M&M Amusement, Inc (Purchaser) Dated May 20, 1987

2 New Williams Tom Cat F14---554-95022---554-95077
2 Trade West Contra-4158-4163
2 Romstar Sky Shark 15228-15298
2 Bally Spy Hunter 2131-2145

BOOK 513 PAGE 168

267953

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

DAVIS, WALTER A. (JR.)
1900 Sulphur Spring Road, Suite G-10
Beltway Professional Building
Baltimore, Maryland 21227

600 West Joppa Road
Towson, Maryland 21204

7170 Forest Avenue
Hanover, Maryland 21076

2. NAME AND ADDRESS OF SECURED PARTY:

EQUITABLE BANK, NATIONAL ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201

RECORD FEE 13.00
POSTAGE .50
JUN 10 1987

ul

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor as "Non-Operator" and as "Participant" under that certain Black Warrior Basin Ownership Agreement dated May 12, 1987, by and between Mid-Tex Corp. and Debtor and any amendments thereto (collectively, the "Ownership Agreement"), whether now existing or hereafter arising, and all right, title and interest of Debtor in any and all distributions, income, issues, profits and shares of surplus, whether cash or otherwise, and any other interest to which Debtor is now or hereafter may be entitled as "Non-Operator" and/or as "Participant" under the Ownership Agreement.

(b) All right, title and interest of Debtor as a general partner and as a limited partner in a Maryland limited partnership organized by Certificate of Limited Partnership dated July 10, 1979, under the name Tower Center Limited Partnership (the "Partnership") and any other partnership agreements related thereto and any amendments to any of the foregoing, whether

13.50

BOOK 513 PAGE 169

now existing or hereafter created or arising, and all right, title and interest of Debtor in any and all distributions, income, issues, profits and shares of surplus, whether cash or otherwise, and any other interest to which Debtor is now or hereafter may be entitled as a general partner and/or as a limited partner in the Partnership.

(c) All right, title and interest of Debtor under that certain Management Consulting Agreement dated December 23, 1986 by and between Pathology Building Partnership, a Maryland general partnership, and Debtor, as the same may from time to time be renewed, replaced, extended and modified (the "Consulting Agreement"), and all rights which Debtor may at any time have, by law or agreement, against Pathology Building Partnership and its properties.

(d) All right, title and interest of Debtor under that certain Guarantee (the "Guarantee") dated December 23, 1986 of the obligations of Pathology Building Partnership under the Consulting Agreement and executed by Maryland Medical Laboratory, Inc., as the same may from time to time be renewed, replaced, extended and modified, and all rights which Debtor may at any time have, by law or agreement, against Maryland Medical Laboratory, Inc. and its properties.

(e) All right, title and interest of Debtor in, to and under that certain Irrevocable Letter of Credit No. 8565 dated December 23, 1986 issued by Mercantile-Safe Deposit and Trust Company for the account of Maryland Medical Laboratory, Inc. and for the benefit of Debtor and in, to and under each other "Guarantee Letter of Credit" as defined in the Guarantee, as each of the foregoing may from time to time be renewed, replaced, extended and modified, and all rights which Debtor may at any time have, by law or agreement, against Mercantile-Safe Deposit and Trust Company and any other letter of credit issuer arising under such letter(s) of credit.

(f) All property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession, all property and assets of Debtor in or on which Secured Party has, or may in the future acquire or be granted, a lien or security interest, and all proceeds (cash and non-cash, including insurance proceeds),

BOOK 513 PAGE 170

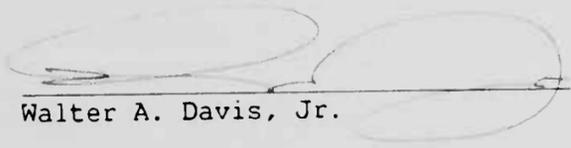
products, substitutions, renewals and replacements of all of the property described in this Item 3 in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the property described in this Item 3, whether in the possession of Debtor or any other person.

4. Proceeds and products of collateral are covered hereunder.
5. This transaction is exempt from the recordation tax.

Principal amount of debt initially incurred is: \$435,000.00.

6. RETURN TO: Kevin G. Gralley, Esquire
Weinberg and Green
100 South Charles Street
Baltimore, Maryland 21201

DEBTOR:


Walter A. Davis, Jr.

5/26/87, 1987
(Date signed by Debtor)

BOOK 513 PAGE 171

203028

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Delong, Wesley G.

Address 8170 Great Bend Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178, Annapolis, Maryland 21401

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 13.00
STAMP .50
JUN 10 87
el

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

Assignee of Secured Party
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Wesley G. Delong

See attached for original signatures
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Larry F. Kimmel, Assist. V.P.
Type or Print Above Signature on Above Line

1350

CONDITIONAL SALE CONTRACT NOTE

BOOK 513 PAGE 172

TO: Baldwin Service Center, Inc. FROM: Wesley G. Delong
Defense Hwy. 450 & 178, Annapolis, Md. 3170 Great Bend Rd., Glen Burnie, Md.
21401 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions

Table with 2 columns: Description of Property Purchased and Financial Summary. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, OFFICIAL FEES, FINANCE CHARGE, and CONTRACT PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 3170 Great Bend Road, Glen Burnie, Anne Arundel, Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Fifteen thousand five hundred sixteen and 00/100 Dollars (\$ 15,516.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 22nd day of June, 19 87, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 431.00 and the final installment being in the amount of \$ 431.00 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 20, 19 87 BUYER(S)-MAKER(S): Wesley G. Delong
Accepted: Baldwin Service Center, Inc. (SEAL) By: Wesley G. Delong (SEAL)
Witness as to Buyer's and Co-Maker's Signature

* and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.



This instrument prepared by

268029

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Gary L. Bausum & Susan E. Bausum
Address: d.b.a G.L. Bausum Hauling Company
4651 Sands Road
Harwood, Md. 20776

Taxable Debt \$21,000.00
\$12.00 paid to MD Department of Assesment and Taxation

2. Name of Secured Party: Annapolis Bank & Trust Company
Address: P.O. Box 311
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 13.00
RECORD TAX 147.00
NOTARIAL .50
JUN 10 87

4. This Financing Statement covers the following types (or items) of property
(1) 1978 Case W-14 Loader Serial #9132999

cd

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Debtor(s):
G.L. Bausum Hauling Company

Secured Party:
Annapolis Bank & Trust Company
(Type Name of Dealership)

Gary L. Bausum, President

Susan E. Bausum

By: Katherine A. Powers
(Authorized Signature)

Katherine A. Powers, Branch Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

1300
147.50

268030

UNIFORM COMMERCIAL CODE—
FINANCING STATEMENT

For Filing Officer Use
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.
SIGNATURES MUST BE IN INK

TO BE RECORDED IN THE LAND
RECORDS also, if property described
below is or is to become a fixture and
checked here .

If transaction or transactions wholly
or partially subject to recordation tax
indicate amount of taxable debt here.
\$

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Name Marie D. Beverly &
Timothy Joe Beverly T/A Buck Beverly Tree Experts

Address 7885 Huguenot Court Severn/Anne Arundel MD 21144
(Street) (City or County) (State)

2. SECURED PARTY Name Vermeer Sales & Service, Inc.

Address 8830 Corridor Rd. Annapolis Jct./Howard MD 20701
(Street) (City or County) (State)

Return Filing Receipt To: _____

RECORD FEE 13.00
JUN 10 87

3. This financing statement covers the following types (or items) of property: (list)

MAKE (IF AUTO) OR MANUFACTURER	DESCRIPTION	SERIAL NO.	MOTOR NO.	MODEL NO.	YEAR
Vermeer	Stump Cutter	643		186	1987

Check the lines which apply

- 4. (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- Proceeds of Collateral are also covered.
- Products of Collateral are also covered.

Timothy J. Beverly (Signature of Debtor) *John L. Vos* (Signature of Secured Party)

Marie D. Beverly (Signature of Debtor) John L. Vos
Type or Print the Above Signature on This Line

Marie D. Beverly
T/A Beverly Tree
Type or Print the Above Signatures on This Line

13

STATE OF MARYLAND

BOOK 513 PAGE 176

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

UNKNOWN

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 472 FOLIO 344 ON 4/17/84 (DATE)

1. DEBTOR

Name L. B. Smith, Inc.

Address Dorsey Road, BW Parkway, P.O. Box 8658, Baltimore, MD 21240-0658

2. SECURED PARTY

Name AMCA International Finance Corporation

Address P.O. Box 312

Milwaukee, WI 53201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

SEARCH FEE 10.00
APR 10 1984



CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

The secured party certifies that it has assigned its rights under the above referenced financing statement to Koehring Finance Corporation, 200 Executive Drive, Brookfield, WI 53005.

Please refer to attached Exhibit A for collateral description.

Dated 1/15/87

AMCA International Finance Corporation

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

105

100

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF **Maryland/Circuit Court**

TOTAL NUMBER OF SHEETS **2**

Exhibit "A"

This Exhibit A is attached to and made a part of that certain Uniform Commercial Code Financing Statement form UCC-3 bearing file #251676 between L. B. Smith, Inc. as Debtor and the below named Secured Party.

This is a partial assignment of collateral. The collateral being assigned is Debtor's present and hereafter acquired inventory of:

new machines, including attachments and accessories,

which is manufactured by or sold by the **Cranes & Excavators Division of Koehring Company, acquired by debtor from the Secured Party and held by debtor for sale or lease, all of which inventory secures the obligation of the debtor to the secured party until fully paid.**

Proceeds of collateral are also covered.



AMCA International Finance Corporation

2

DEBTOR

SECURED PARTY

SHEET No.

STATE OF MARYLAND

268031 FINANCING STATEMENT FORM UCC-1

Identifying File No. 513 PAGE 178

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated May 4, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McCrone, Inc.
Address 20 Ridgely Ave., Annapolis, MD 21404

RECORD FEE 11.00
JUN 10 87

2. SECURED PARTY

Name Textron Financial Corporation
Address 18201 Von Karman Ave., Irvine, CA 92715
2000 Century Plaza, Suite 441, Columbia, MD 21044
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

"Survey & Computer Equipment and its Proceeds, including all goods, accounts, chattel paper, documents, instruments and contract rights."

Name and address of Assignee

"THIS STATEMENT IS FILED IN CONNECTION WITH A LEASE TRANSACTION AND IS FILED FOR PRECAUTIONARY PURPOSES ONLY."

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
XX (Proceeds of collateral are also covered)
(Products of collateral are also covered)

McCrone, Inc.
(Signature of Debtor)
David E. Moul, Treasurer
(Signature of Debtor)

Thomas M. Roberts
(Signature of Secured Party)
Thomas M. Roberts, Textron Financial Corporation
Type or Print Above Signature on Above Line

11:50

aaco.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

268032

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____
NOT SUBJECT TO RECORDATION TAX - Lease

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reds Dove Inc.
Address 2729 Solomons Rd, Edgewater MD 21037

RECORD FEE 11.00
POSTAGE .50
MAY 27 10 57 AM '87
JUN 10 87

2. SECURED PARTY

Name Alban Tractor Co. Inc.
Address 8531 Pulaski Hwy, Baltimore MD 21237

cell

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 New Caterpillar D4H Track-Type Tractor
~~XXXXXXXXXX~~ S/N 45V62726

Name and address of Assignee

and substitutions, replacements, additions and accessions thereto, now owned or hereafter acquired and proceeds thereof.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

By: *[Signature]* Title: *[Signature]*
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alban Tractor Co Inc.

[Signature]

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150

TO BE

NOT TO BE

RECORDED IN
LAND RECORDS

268033

513 PAGE 180

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

Robins & Associates/c/o Shipwright Harbor

Name or Names—Print or Type	Deale	MD	20751
Address—Street No.,	City - County	State	Zip Code

1. Debtor(s):

Name or Names—Print or Type			
Address—Street No.,	City - County	State	Zip Code

2. Secured Party:

Name or Names—Print or Type	Ellicott Machine Corporation		
Address—Street No.,	1611 Bush Street	Baltimore	MD 21230
	City - County	State	Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Ellicott Series 370 Standard "DRAGON" Model Hydraulic Pipeline Dredge, Model 03S1210020
Ellicott Series 370 Booster, Model 03S1010

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

J. D. Robins
(Signature of Debtor)
Robins & Associates
Type or Print

(Signature of Debtor)
Type or Print

SECURED PARTY:

Ellicott Machine Corporation
(Company, if applicable)

Doris L. Smith
(Signature of Secured Party)
Doris L. Smith, Corporate Secretary
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Ellicott Machine Corporation
1611 Bush Street, Baltimore, MD 21230

Legal Bros. Form F-1

RECORDING FEE 11.00
RECEIVED CITY OF BALTIMORE
JUN 10 1987
el

11/50

BOOK 513 FILE 181

268034

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Dorsett, John T.
Dorsett, Kathleen E.
2982 Valley View Rd.
Annapolis, Md. 21401

2. Secured Party(ies) and address(es)
Riggs National Bank of Wash DC
1120 Vermont Ave., NW
Washington, D.C. 20005

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
MITSUBISHI CREDIT BANK
JUN 10 97
ll

4. This financing statement covers the following types (or items) of property:

1987 Peregrine 28', HIN# ZVW00022D787
10hp Universal diesel engine

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

John I. Dorsett
John I. Dorsett
By: Kathleen E. Dorsett
Kathleen E. Dorsett (Signature(s) of Debtor(s))

[Signature]
J. A. HOLSTEN
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 513 PAGE 182

268035

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) GEORGE P BROWN 904 RITCHIE ROAD CROWNSVILLE MD 21032 DIANA M BROWN	2. Secured Party(ies) and address(es) RIGGS NATIONAL BANK OF WASHING 1120 VERMONT ST. N.W WASHINGTON DC 20005	3. Maturity date (if any): For Filing Officer (Date, Time, Number, Office) RECORD FEE 12.00 POSTAGE .50 47364 0777 MI 108:54 JUN 10 97 <i>ue</i>
4. This financing statement covers the following types (or items) of property: BOAT 1981 PEARSON 32' SAIL S/N PEA65078M81A DOC # 670207 MOTOR 1981 UNIVERSAL DI. 11 HP S/N TRAILER 19 S/N		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

By *George P Brown* **GEORGE P BROWN**

By *Diana M Brown* **DIANA M BROWN**

By *J. A. Holster* **J. A. HOLSTER**

(1) Filing Officer Copy - Alphabetical

Signature(s) of Secured Party(ies) Sent

STANDARD FORM FORM UCC-1.

267860

BOOK 513 PAGE 183

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) 2. Secured Party(ies) and address(es) For Filing Officer (Date, Time, Number, and Filing Office)

H. Carlton Fitz, Jr.
Virginia W. Fitz
P.O. Box 126
Shady Side, MD 20764

The Riggs National Bank of
Washington, D.C.
1120 Vermont Ave. N.W.
Washington, D.C. 20005

RECORD FEE 12.00
POSTAGE .05
DET362 DT7 K01 709#53
JUN 10 87

4. This financing statement covers the following types (or items) of property:

1986 Tartan 37' HIN# TAR37470D686
40hp Universal diesel engine, #5432316116

5. Assignee(s) of Secured Party and Address(es)
DET362 DT7 K01 709#54
JUN 10 87
we

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
Filed with:

By: H. Carlton Fitz, Jr.
Virginia W. Fitz
Signature(s) of Debtor(s) Fitz

By: J. A. MULSTER
Signature(s) of Secured Party(ies)
Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.
1250

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

267961

FINANCING STATEMENT

DATE: May 21, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Anne Arundel Diagnostics, Inc.

ADDRESS: Franklin & Cathedral Sts.
Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

One (1) AT&T Telephone System and One (1) Kodak Processor

RECORDED FEE 11.00
STAMP .50
ANNAPOLIS CITY MD 21401 708#51
JUN 10 87
60

DEBTOR(S):

Anne Arundel Diagnostics, Inc.
(Company Name)

BY: *Martin L. Doordan*
Martin L. Doordan

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVING BANK

BY: *Paul R. O'Connell*
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

1150

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

207962

FINANCING STATEMENT

DATE: May 22, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Annapolis Bridal Suite, Inc.

ADDRESS: 3019 Marlin Drive
Riva, Maryland 21140

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable
now owned and hereafter acquired, excluding motor vehicles.

RECORDED FEE 11.00
STAMP .50
JUN 10 1987

we

DEBTOR(S):
Annapolis Bridal Suite, Inc.
(Company Name)

BY: *Gerald W. Martin*
Gerald W. Martin

Rev

BY: _____
BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVING BANK

BY: *Robert E. Mann*
(Authorized Signature)
Robert E. Mann
Commercial Loan Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

1150

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

BOOK 513 FILE 186

DATE: May 21, 1987

267963

(XXX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Annapolis Copy Center, Inc.

ADDRESS: 238 West Street
Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

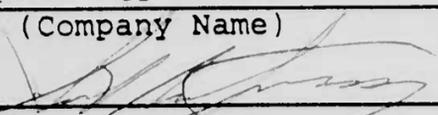
- 2 Macintosh Plus, 1MB, Plat
- 1 Hard Disk Mac 20MB FX20
- 1 Laserwriter Plus
- 1 Appletalk Option IMAG II

RECORDING FEE 11.00
STAMP FEE .50
RECEIVED CTM 101 108:50
JUN 10 87
uc

DEBTOR(S):

Annapolis Copy Center, Inc.

(Company Name)

BY: 

Christine Montgomery

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: 

(Authorized Signature)

Paul R. O'Connell

Vice President

(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

1750

MARYLAND FINANCING STATEMENT

267364

BOOK 513 PAGE 187

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Allied Health Uniform Co., Inc.
(Name or Names)
26 Maryland St 3 North Lutherville, Maryland 21108
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Heritage Savings Assoc.
Of LESSOR _____
1505 York Road (Name or Names) Lutherville, Maryland 21093
(Address)

4. This financing Statement covers the following types (or items) of property:

- 1- Model 810 Computerized Engraver w/1- Job Save Cart #22-900-00
- 1- Single Line Block #22-901-00
- 1- Cutters #42-007-00
- 1- Depth Regulator #30-301-00
- 1- 6" Jigs w/Stop #30-777-00
- 1- Vac Chip Removal Kit #22-475-00

SEARCH FEE 11.00
 REGISTRATION FEE .50
 11:56 CT77 001 T08:49
 JUN 10 87

we

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Allied Health Uniform Co., Inc.
By: *M. J. Goodman* President
(Title)
M. J. Goodman
(Type or print name of person signing)
By: _____
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: *Brian G. Connelly* Mgr.
(Title)
Brian G. Connelly
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1150

↗

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated May 20, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KS Trading Corporation
Address 5195 Raynor Avenue, Linthicum, Maryland 21090

2. SECURED PARTY

Name Philadelphia Knitting Mills, Inc.
Address 34 West 33rd Street, Suite 1218, New York, New York 10001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Peter Yang, Esq., c/o Whitman & Ransom, 200 Park Avenue, New York, NY 10166

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A

W576986-P

RECORD FEE 11.00
DISTANCE .50
RECORDS UNIT NO1 102:48
JUN 10 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Shin A. Kang
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Shin A. Kang
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

SUNGWOO AHN.
Type or Print Above Signature on Above Line

11.50

EXHIBIT A

Description of Collateral:

1) All knitwear manufactured by Kunja Industrial Co., Ltd., that has been or will be sold to KS Trading Corporation by Philadelphia Knitting Mills, Inc.;

(2) All cash and non-cash proceeds and accounts receivable, including the proceeds of such accounts receivable, arising from the sale by or on behalf of KS Trading Corporation of the knitwear described in (1).

7468R

C001

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 513 PAGE 190
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 867966

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Severn Graphics, Incorporated
Address 7590 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Equitable Life Leasing Corporation
Address 1350 Piccard Drive, Suite 105, Rockville, MD 20850

RECORD FEE 11.00
POSTAGE .50
417354 CTTT 901 10B:47
JUN 10 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Property leased or to be leased under that certain Master Equipment Lease Agreement No. 113201 dated March 20, 1987 between Debtor as Lessee, and Secured Party as Lessor, and all Rental Schedules thereunder, including but not limited to Office Automation Equipment. This transaction is not intended by the parties to be a secured transaction; filing is intended to make the lease a matter of public record.

NOT SUBJECT TO RECORDATION TAX
CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

X [Signature]
(Signature of Debtor)
Severn Graphics, Incorporated
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)
Severn Graphics, Incorporated
Type or Print Above Signature on Above Line

[Signature] Agent
(Signature of Secured Party)

Equitable Life Leasing Corporation
Type or Print Above Signature on Above Line

11 - 50

SEARCH FEE 10.00
STAMP .50
CITY NO 108146
JUN 10 87
ue

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 242450 Dated May 6, 1982
Record Reference Liber 449, Page 337

2. DEBTOR is:

Name: Commercial Drapery Contractors, Inc.
(Last Name First)
Address: 2510 Riva Rd. Suite, III, Annapolis, Md. 21401

3. SECURED PARTY is:

Name: Signet Bank/Maryland (Formerly Known As Union Trust Co. of Md.)
Address: P. O. Box 1573, Balto., Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

SIGNET BANK/MARYLAND
P. O. BOX #1573, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Signet Bank/Maryland (Formerly Known As Union Trust Company of Maryland)

Date: 5/20, 1987

By: Bremen I. Trail (Title)
Consumer Loan Officer

012-1721-0537

*Denial - 4/10/87
Proctor 2/27/87
4/10/87*

SIGNET BANK/MARYLAND
CONSUMER LOAN DEPT.
P. O. BOX 1573
BALTIMORE, MD. 21203

J. M. HITCH

RECORDS FEE 10.00
POSTAGE .50

417302 0777 001 TOB:4
JUN 10 87

uab

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 239991 Dated Oct, 13, 1981
Record Reference Liber 442, Page 537

2. DEBTOR is:

Name: Hill, Jr., Frank E.
(Last Name First)
Address: 426 5th Avenue, Baltimore, Md. 21225

3. SECURED PARTY is:

Name: Signet Bank/Maryland (Formerly Known As Union Trust Company of Md.)
Address: P. O. Box 1573, Balto., Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: SIGNET BANK/MARYLAND
P. O. BOX #1573, BALTIMORE, MARYLAND 21203

SECURED PARTY:
Signet Bank/Maryland (Formerly Known As
Union Trust Company of Maryland)

Date: 5/20, 1987

By: Bremen I. Trail (Title)
Bremen I. Trail
Consumer Loan Officer

012-1721-0537

SIGNET BANK/MARYLAND
CONSUMER LOAN DEPT.
P. O. BOX 1573
BALTIMORE, MD. 21203

T. M. HITCH

*Jan 10.00
Postage .50
4 10.50*

267967
513 1987

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 10,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated May 8, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alpha Engineering, Inc.

Address 2086 Generals Highway, Annapolis, Maryland 21401

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772

Attn: Ms. Logan

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDS FEE 11.00
RECORD TAX 70.00
37333 0777 801 108:45
JUN 10 87

ue

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment consisting of all machinery, equipment, furniture, and fixtures, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith. All inventory, raw materials, work in process and supplies now owned or hereafter acquired and proceeds thereof.

Also see attached Exhibit A

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Alpha Engineering, Inc.
J. Paul Hoofnagle
(Signature of Debtor)

J. Paul Hoofnagle, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

United Bank & Trust Company of Maryland

William M. Duval
(Signature of Secured Party)

William M. Duval
Type or Print Above Name on Above Line
Assistant Vice President

75.00

Exhibit A to Financing Statement dated May 8, 1987
Between Alpha Engineering, Inc. (debtor) and United
Bank & Trust Company of Maryland (secured party)

LIST OF EQUIPMENT

<u>ITEM</u>	<u>SERIAL NUMBER</u>
1. SANJO 1100Z Copier	003402
2. K & E Ranger	06DB301
3. K & E Ranger	06H5136
4. K & E Jena Theodolite	622185
5. K & E Jena Theololite	618000
6. Topcon(Digital 1')	F711-02
7. Leitz(Digital 20")	45828
8. Auto Levels	533826
9. Auto Levels	530938
10. Auto Levels	526489
11. Four (4) Drafting Tables with lights and stools	
12. Three (3) layout tables folding	
13. One (1) small metal flat files (5 drawers) 24 X 36	
14. Three (3) large metal flat files (5 drawers) 42 X 50	
15. Three (3) legal file cabinets (4 drawers)	
16. Two (2) letter file cabinets (4 drawers)	
17. Three (3) desks	
18. Phone System (5 incoming lines, 3 phone sets)	
19. Six (6) Tripods	
20. Three (3) Prisimis (single) with Tribrachs	



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	ADDRESS
1. Debtor(s)	Street City State
Cardinal Industries, Inc.	333 S. Hammonds Ferry Rd.; Glen Burnie, MD 21061
and	2040 S. Hamilton Rd.; Columbus, OH 43232

2. Secured Party SOVRAN BANK/MARYLAND
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

RECORD FEE 13.00
 STAMP
 41250 077 001 700:45
 JUN 10 87

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND By: <u><i>Dennis L. Stough</i></u> Type Name <u>Dennis L. Stough</u> Title <u>Assistant Vice-President</u>	Debtor(s) or Assignor(s) <u>CARDINAL INDUSTRIES, INC.</u> BY: <u><i>Joseph V. Collins</i></u> <u>Joseph V. Collins</u> <u>Vice-President/Mortgage Co.</u>
_____ Type or Print Name and Title of Each Signature	

New Cumberland Motel
 Harrisonburg, PA

13.50

SCHEDULE A
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor arising from the sale of the prefabricated home modules identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specific prefabricated home modules being hereinafter referred to as the "Modules"); all rights of Debtor to receive any payment in money or kind arising from the sale of the Modules; the Inventory of the Modules, wherever located, now owned or hereafter acquired, by Debtor which are held for sale or lease by Debtor; all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules; all proceeds and products, from the sale or other disposition of the Modules, including the Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments (as those terms are defined in the Uniform Commercial Code) covering the Modules; all Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation; and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account, including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all guarantees or other agreements or property securing or relating to any of the Modules or acquired for the purpose of securing and enforcing any of the Modules; all books of account and documents related thereto; all customer lists and other documents containing the names, addresses and other information regarding the Debtor's customers, subscribers or those to whom the Debtor provides the Modules.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Party and the Debtor dated October 14, 1985.

0232Z

CARDINAL INDUSTRIES, INC.
(New Cumberland Motel--Harrisonburg, PA)

BOOK 513 PAGE 197

SCHEDULE B

Finished building unit components consisting of 126 units:

- (64) 2-bed - S/N 1691-1698, 1700-1707, 1722-1729, 1731-1738, 1740-1747, 1749-1756, 1759-1766, 1770-1777.
- (1) Reception/Office - S/N 1699
- (4) Linen - S/N 1714, 1758, 1779, 1815.
- (1) Conference Room - S/N 1715
- (11) 1-bed sofa - S/N 1708-1713, 1716-1720.
- (11) 1-bed sofa efficiency - S/N 1721, 1730, 1739, 1748, 1757, 1786, 1793, 1800, 1805, 1810, 1814.
- (1) 2-bed barrier-free - S/N 1767
- (1) Laundry - S/N 1768
- (1) Folding - S/N 1769
- (29) 1-bed - S/N 1780-1785, 1787-1792, 1794-1799, 1801-1804, 1806-1809, 1811-1813.
- (1) Manager's 2-bedroom apartments - S/N 1816

A unit consists of from one to three 12' x 24' prefabricated building modules.



Financing Statement

Cardinal Industries, Inc.
Seapines Apartments
City of Newport News

RECORD FEE 13.00

COPY FOR FILING
FEE .50

117344 0777 R01 T08:40
JUN 10 87

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County *ell*

NAME	Street	City	State
1. Debtor(s)			
<u>Cardinal Industries, Inc.</u>	<u>333 S. Hammonds Ferry Rd.,</u>	<u>Glen Burnie,</u>	<u>MD 21061</u>
	<u>and 2040 S. Hamilton Rd.,</u>	<u>Columbus,</u>	<u>OH 43232</u>

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

CARDINAL INDUSTRIES, INC.

By: *Dennis L. Stough*

BY: *Joseph V. Collins*

Type Name Dennis L. Stough

Joseph V. Collins

Title Assistant Vice-President

Vice-President/Mortgage Co.

Type or Print Name and Title of Each Signature

Cardinal Industries Inc.
Seapines Apartments
City of Newport News

BOOK 513 PAGE 110

SCHEDULE A
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor arising from the sale of the prefabricated home modules identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specific prefabricated home modules being hereinafter referred to as the "Modules"); all rights of Debtor to receive any payment in money or kind arising from the sale of the Modules; the Inventory of the Modules, wherever located, now owned or hereafter acquired, by Debtor which are held for sale or lease by Debtor; all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules; all proceeds and products, from the sale or other disposition of the Modules, including the Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments (as those terms are defined in the Uniform Commercial Code) covering the Modules; all Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation; and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account, including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all guarantees or other agreements or property securing or relating to any of the Modules or acquired for the purpose of securing and enforcing any of the Modules; all books of account and documents related thereto; all customer lists and other documents containing the names, addresses and other information regarding the Debtor's customers, subscribers or those to whom the Debtor provides the Modules.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Party and the Debtor dated October 14, 1985.

0232Z

Cardinal Industries, Inc.
Seapines Apartments
City of Newport News

BOOK 513 PAGE 200

SCHEDULE B

Finished building unit components consisting of 129 units:

- (78) 1-bedroom - S/N 1888-1891, 1893-1896, 1898-1901, 1903-1906, 1914-1917, 1922-1925, 1927-1929, 1931-1934, 1936-1938, 1940-1942, 1944-1946, 1949-1951, 1953-1954, 1956-1957, 1959, 1960, 1962-1963, 1965, 1966, 1968, 1969, 1971, 1972, 1974, 1975, 1977, 1978, 1982, 1983, 1985, 1986, 1988, 1989, 1991, 1992, 1996, 1997, 1999, 2001, 2003, 2005, 2077, 2009, 2011.
- (39) Studio - S/N 1892, 1897, 1902, 1907, 1910, 1913, 1918, 1926, 1935, 1939, 1943, 1947, 1952, 1955, 1958, 1961, 1964, 1967, 1970, 1976, 1979, 1981, 1984, 1987, 1990, 1993, 1995, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2013, 2014, 2016.
- (3) Two-bedroom - S/N 1911, 1912, 1980
- (1) Laundry - S/N 1921
- (2) 1-bedroom barrier-free - S/N 1930, 1948
- (5) 2-bedroom Master Suite - S/N 1908, 1909, 1919, 1920, 1994
- (1) Manager's two-bedroom apartment with office - S/N 2015

A unit consist of from one to three 12' x 24' prefabricated building unit modules.

267970

BOOK 513 PAGE 201

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

1. Debtor(s) (Last Name First) and Address(es):
ROBERT E. ROGERS, SR.
 1654 SHANNON-D-CIRCLE
 SEVERN MD 21144

2. Secured Party(ies) Name(s) and Address(es):
GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BLVD #245
 WOODBRIDGE, VA 22191

3. The Debtor is a transmitting utility

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:
 1978 WINDSOR
 70 X 14 SERIAL # 2W170147202
 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S PRODUCT LABEL OR LEASE AGREEMENT AND/OR RETAIL RECEIPT."
 Product of the Collateral is also covered

6. Assignee(s) of Secured Party and Address(es)

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

8. Describe Real Estate Here: _____
 This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner: _____

10. The statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____

By **Robert E. Rogers Sr** Signature(s) of Debtor(s)
 By **Green Tree Acceptance Inc.** Signature(s) of Secured Party(ies)
 (3-83) (1) FILING OFFICER COPY - NUMERICAL
 STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

RECORD FEE 11.00
 #17342 CTTI 801 708431
 JUN 10 87
ue

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 513-1155-202
287971

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/14/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PIZZA EXPRESS, INC. OF ANNAPOLIS, INC. AS per
Address 8055 RITCHIE HWY, SUITE 303 PASADENA MD 21122

2. SECURED PARTY

Name The Bank of Glen Burnie
Address 101 Crain Highway, S.E., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/14/92

4. This financing statement covers the following types (or items) of property: (list)

RECORDING FEE 13.00
SEARCH FEE .50
C345 M1 111:42
JUN 10 87
ul

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PIZZA EXPRESS, INC.

BY: Robert Sheir (Pres)
(Signature of Debtor)

ROBERT SHEIR, PRESIDENT

Type or Print Above Name on Above Line

BY: Tammy C Sheir, V. Pres.
(Signature of Debtor)

TAMMY SHEIR, VICE PRESIDENT

Type or Print Above Signature on Above Line

13500

Dorothy A. Abel
(Signature of Secured Party)

Dorothy A. Abel, Assistant Vice President

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 513 PAGE 203
Identifying File No. 267972

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 05-12-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHUCK'S PRINTING & BLUELINE SERVICE, INC.

Address 1110 Crain Highway, S.W. Glen Burnie, MD 21061

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE

Address Drawer 70, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 10-07-89

4. This financing statement covers the following types (or items) of property: (list)

PRESS - Hamada 2 color 660 Press Model CD

RECORDED FEE 12.00
INDEXING FEE .50
MAY 11 1987 0345 001 111 # 41
JUN 10 87

cd

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CHUCK'S PRINTING & BLUELINE SERVICE, INC.

Charles Wieland, Jr.
(Signature of Debtor)

Charles Wieland, Jr., President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Norman E. Botts
(Signature of Secured Party)

Norman E. Botts, Vice President

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 267973

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 5-13-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BRANHAM CONTRACTORS, INC.
Address 8133 Hog Neck Road, Pasadena, MD 21122

2. SECURED PARTY

Name The Bank of Glen Burnie
Address P.O. Drawer 70, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) November 3, 1989

4. This financing statement covers the following types (or items) of property: (list)

840 Rubber Tire Loader S/N 84004048

RECORDED FEE 12.00
SEARCH FEE .50
MAY 15 1987 0345 PM 111:41
JUN 10 87
W

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Branham Contractors, Inc.

(Signature of Debtor)
John Branham, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The Bank of Glen Burnie

(Signature of Secured Party)

Earl G. Walter, Executive Vice Pres.

Type or Print Above Signature on Above Line

1250

Maryland

FINANCING STATEMENT

BOOK 513 PAGE 205

*Case
267974*

(XX) Not Subject to Recordation Tax
() Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer

File No.: _____
Record Reference: _____
Date & Hours of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE George & Co., Big & Tall Men's Shop
(Name or Names)
160 C Jennifer Road, Annapolis, MD 21401
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR Telecom Specialists, Inc.
8970 - B Route 108, Columbia, MD 21045

3. ASSIGNEE (if any) The Palmer National Bank
(Name or Names)
1667 K St. N.W., Washington, D.C. 20006

4. This financing Statement covers the following types (or items) of property: Telephone Equipment

- 1 KSU
- 2 Line Cards
- 3 6 Button Telephone Sets

Equipment Value \$ 1,186.20
(Part A of lease dated 8 / 1 / 85)

5. Proceeds of Collateral are covered hereunder: Yes (XX) No ()
Products of Collateral are also covered: Yes () No (XX)

LESSEE
James E. Ross
By: MANAGER
(Title)

LESSOR
Telecom Specialists, Inc.
By: Jean Schoch
(Title)

James E. Ross
(Type or print name of person signing)

Jean Schoch
(Type or print name of person signing)

By: _____

Return to:

(Type or print name of person signing)

1/50

1/50

JW 10 87



267975

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):
J. E. and Sons, Inc.
808 Ruxshire Drive
Arnold, MD 21012
M-30916

(2) Secured Party(ies) (Name(s) And Address(es))
Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

RECORD FEE 11.00
SIGNATURE .50
DATE JUN 10 1987

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) Used Caterpillar Model #941B Track Type Loader S/N 80H6358

NOT SUBJECT TO RECORDATION TAX

(A.A. CO.)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

J. E. and Sons, Inc.

(By)

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

Roland E. Dugans

Ethel J. Dugans

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

1150

MARYLAND FINANCING STATEMENT

BOOK 513 PAGE 207

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	267976
Record Reference:	
Date & Hour of Filing:	

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR Building Owners and Managers Institute International,
Incorporated (Name or Names)
1521 Ritchie Hwy, Arnold, MD 21012
(Address)

DEBTOR: _____ (Name or Names)

(Address)

2. SECURED PARTY: _____
COMMERCIAL CAPITAL, INC. (Name or Names)
Executive Plaza IV Hunt Valley, MD 21031
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: _____ (Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:
- (1) QMS PS-800 Laser Printer SN: FDP12471
 - Genius VHR 401
 - (1) ~~Sigma LaserView~~ Monitor & Card SN: 11809
 - (1) Modem Imcon Turbo 2400 S/N 1C6428
 - Custom Software
 - (1) Shape-ScanGraphic Scanner S/N 2465

RECORD FEE 11.00
STAMPAGE .50
MAY 29 0345 PM 111-33

JUN 10 87
ll

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S) Building Owners and Managers Institute International, Incorporated SECURED PARTY: COMMERCIAL CAPITAL, INC.
(Company, if applicable)

By: James R. McCue President By: John H. Scally
(Type or print name of person signing) (Title) (Type or print name of person signing)

By: _____ (Title)

(Type or print name of person signing)

Return To: _____
FSO

267978

FINANCING STATEMENT (UCC-1)

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s) (or Assignor): B&B Distributors, Inc.
 Address: 105 N. Langley Rd.
 Glen Burnie, MD 21061

2. Name of Secured Party (or Assignee) Address: THE BANK OF BALTIMORE
 Attention: Commercial Loan Department
 P.O. Box 896
 Baltimore, MD 21203

RECORD FEE 11.00
 STAMP FEE .50
 ... 0345 R01 111431
 JUN 1977

3. This Financing Statement covers the following types (or items) of property:

Accounts. All of the Obligor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

Inventory. All of the Obligor's inventory both now and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
 The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s): B&B Distributors, Inc.
Paul Culotta
 J. Paul Culotta, President

Secured Party:
 THE BANK OF BALTIMORE
 By: *Michael T. Smith*
 Michael T. Smith, A.V.P.
 Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to The Bank of Baltimore at address shown in 2. above)

267979

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Lawson, Maurice J. t/a M. J. Lawson Tree 3717 Wayson Road Davidsonville, Anne Arundel, MD 21035	Secured Party Name and Address Vermeer Sales & Service, Inc. P.O. Box 189 Annapolis Junction, MD 20701	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) Used Vermeer 1600 Brush Chipper S/ ST-C-12-2009		
<small>The name of C.I.T. Corporation has been changed to The CIT Group (Equipment) Financing Inc. Any references herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group (Equipment) Financing Inc."</small>		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Maurice J. Lawson</u> <u>t/a M. J. Lawson Tree</u>	Secured Party <u>Vermeer Sales & Service, Inc.</u>	
By <u><i>M. J. Lawson</i></u> (seal) Title _____ <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u><i>John Vos</i></u> <u>John Vos</u> <small>Type or print name of person signing</small>	
<small>Type or print name(s) of person(s) signing</small>		
<small>5 SA 989D</small>		

RECORDING FEE 12.00
 SERVICE .50
 101 111-25
 JUN 10 87
 LR

17-50

11.50

BOOK 513 PAGE 210

267980

 Maryland Financing Statement <small>All information must be typewritten or printed in ink.</small>		File No.
(Not to Be) XXXXXX Recorded in the Land Records. <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) J & J Contracting, Inc. T/A Jim's Aerials 756 Whitney Landing Drive Crownsville, Anne Arundel, MD 21032	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093	
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) Access Satellite Elevating Platform S/N PM-271A One (1) Access Satellite Elevating Platform S/N PM-271A "and all leases, other chattel paper, rentals, and other income related thereto and arising therefrom, and all cash and non-cash proceeds thereof."		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) J & J Contracting, Inc. T/A Jim's Aerials	Secured Party The CIT Group/ Equipment Financing, Inc.	
By <u>James Hoode (Seal)</u> Title <u>Pres.</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u>Stephen V. Zachary</u>	
<u>James Goode</u> <small>Type or print name(s) of person(s) signing</small>	<u>Stephen V. Zachary</u> <small>Type or print name of person signing</small>	
<small>5 SA 989D</small>		

RECORD FEE 12.00
 STATE FEE .50
 TOTAL FEE 12.50
 JUN 10 87

u

1780

267981

BOOK 513 PAGE 211

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es):
United Computer Capital Corporation
550 East Genesee Street
Syracuse, NY 13202

No. of Additional Sheets Presented:

2. Secured Party(ies) Name(s) and Address(es)
Nationwide Life Insurance Company
ATTN: Corporate Fixed-Income Securities
One Nationwide Plaza
Columbus, OH 43216

3. The Debtor is a transmitting utility.
4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

SEE ATTACHED SCHEDULE A
(MISSO/AT&T - I86-03L, schedules 23-25)
"NOT SUBJECT TO RECORDATION TAX"

6. Assignee(s) of Secured Party and Address(es)

RECORD FEE 13.00
41756 0345 801 11/23

ul

Products of the Collateral are also covered.

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate Below)

11/18/87

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

UNITED COMPUTER CAPITAL CORPORATION

NATIONWIDE LIFE INSURANCE COMPANY

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)

15/82

STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

SCHEDULE A
TO A FINANCING STATEMENT
NAMING
UNITED COMPUTER CAPITAL CORPORATION, Debtor
AND
NATIONWIDE LIFE INSURANCE COMPANY, Secured Party

All of Debtor's estate, right, title, interest, claim and demand in, to and under (a) the Equipment, (b) the Lease, (c) After Acquired Property, and (d) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidation claims, including, without limitation, all insurance proceeds and condemnation awards to which Debtor is or may be entitled, and all right, title and interest of the Secured Party in, to and under each Security Instrument and all money and property received by the Secured Party pursuant thereto, excluding, however, moneys received by Debtor or any Transferee as 1) indemnification owned pursuant to the Lease, or 2) proceeds of a transfer or sale of the Equipment and/or Lease. Except for the terms Debtor and Secured Party, all capitalized terms used herein are defined herinbelow.

As used herein the following terms have the following meanings:

"Equipment" - The data processing equipment described in Annex I hereto.

"Lease" - Lease Agreement No IM86-03L, dated as of August 21, 1986, and Equipment Schedules No. 23 through 25, each dated April 17, 1987, between Misso Services Corporation, as lessor and American Telephone and Telegraph Company, as lessee.

"After Acquired Property" - all future extensions, improvements, alterations, repairs, renewals, substitutions and replacements of, and all future additions and appurtenances to, and all other equipment to be physically annexed to, the Equipment except any of the foregoing which are not financed by the Secured Party and which can be removed from the Equipment without materially impairing its operation or value; all moneys and other property (including amendments or supplements to any Security Instrument) which may from time to time be or become subject to the lien created by the Security Agreement, or which may come into the possession or be subject to the control of the Secured Party pursuant to the Security Agreement or any Security Instrument.

"Security Agreement" - The Security Agreement dated as of April 30, 1987, between the Debtor and the Secured Party.

"Security Instrument" - the Lease, the Security Agreement, and any other instrument with respect to which any right or interest in or in respect of the above items described hereir. has been granted to the Secured Party.

EQUIPMENT DESCRIPTION SHEET

RE: Lease

Between United Computer Capital Corporation
and American Telephone and Telegraph Company
Equipment Schedule #23-25

<u>QTY.</u>	<u>MODEL/ FEATURE</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>MANUFACTURER</u>
2		72MB Hard Disk Microprocessor		AT&T/IS
2		2MB Memory Board for 3B2/400 Processor		AT&T/IS
1		CS96FP Modem		Codex
1		224 Modem		Codex
1		2010 Dial Backup		Codex
1		Sola Power Supply Unit		Electro-Rep

EQUIPMENT LOCATION:
Glen Burnie, MD

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 45,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Robert S. Martin, DMD, P.A.
(Name)
 690 Ritchie Highway
(Address)
 Severna Park, Maryland 21146

SECURED PARTY (OR ASSIGNEE)
 THE FIRST NATIONAL BANK OF MARYLAND

Attn: Nicholas P. Lambrow
(Name of Loan Officer)
 18 West Street
(Address)
 Annapolis, Maryland 21401

1 This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

SEE ATTACHED SCHEDULE A

RECORD FEE 11.00
 RECORD TAX 315.00
 POSTAGE .50
 JUN 10 1987

ue

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor _____

3. Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Robert S. Martin DMD, P.A. <small>(Seal)</small>	_____ <small>(Seal)</small>
<i>Robert S. Martin</i> <small>(Signature)</small>	_____ <small>(Signature)</small>
Robert S. Martin, President	_____
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

IT 315 SD

- 1 X80 BASIC PACKAGE
- 2 752 XP Processor 2048/46MB/16-port
- 3 301 CRT - 14" Green
- 4 321 Report Printer-Toshiba 341
- 5 323 Toshiba Forms Tractor
- 6 311 Slave Receipt Printer
- 7 401 Cables 25' or less
- 8 575 UNIX - NCR
- 9 585 COBOL - Runtime
- 10 065 Backup Tape Set & Box
- 11 811 FORMS-Greenbar & Labels
- 12 521 ORTHOTRAC-Full Installation
- 13 541 AUTOMATED Word Processing
- 14 543 WORDTRAC Word Processing
- 15 313 Theater Ticket Printer
- 16 307 CRT - 14" COLOR
- 17 333 Letter Quality Printer-55 cps
- 18 396 9600x4 Multiplex Modems
- 19 546 Inventory & Purchasing

267983

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 248347 recorded in Liber 464 Folio 177/178 on 7/28/83 at Anne Arundel County

1 DEBTOR(S) Dr. Robert S. Martin, DMD, P.A.
 ADDRESS(ES) 4143 Mountain Road
Pasadena, Maryland 21122

2 SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: Collateral UNIT RECORD FEE .50
 ADDRESS: MAILSTOP: 500-501; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above) _____

Check mark below indicates the type and kind of Statement made hereby (Check only one Box.)

3 CONTINUATION. The original Financing Statement referred to above is still effective.

4 TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5 ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6 AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a Not subject to Recordation Tax.
 b Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7 RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

10.00
.50
JUN 10 1987
CR
CLERK

DEBTOR(S): _____
 BY _____ (SEAL)
 BY _____ (SEAL)
 Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank
 BY Debi Phipps (SEAL)
Debi Phipps, Branch Manager
 (Type Name and Title)
 To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

152

2087-108 REV 4 80

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250522

RECORDED IN LIBER _____ FOLIO _____ ON _____ (DATE)
BK. 469 P. 437

1. DEBTOR

Name Stammer's Marine Center, Inc.
8938 Fort Smallwood Road, Pasadena, MD 21122
Address 8878 Fort Smallwood Road, Pasadena, MD 21122

2. SECURED PARTY

Name ITT Commercial Finance Corp.
1851 S. Central Pl., #221
Address P.O. Box 1359, Kent, WA 98032

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendments</p>
<p>Please amend Debtor addresses to include: <u>Corker's Boatyard</u> <u>Water Oak Point Road</u> <u>Pasadena, MD 21122</u> and <u>Shipley's Boatyard</u> <u>Shipley Drive</u> <u>Pasadena, MD 21122</u> and <u>Carback's Marina</u> <u>1856 Cedar Drive</u> <u>Pasadena, MD 21122</u></p> <p>Please amend Secured Party address to read: <u>450 Shattuck Ave. S.</u> <u>P.O. Box 1185</u> <u>Renton, WA 98057</u></p>	

RECORD FEE 10.00
STAMP FEE .50
JAN 10 1987



Stammer's Marine Center, Inc.
By: Mr. Stammer PRES.
Dated 2-17-87

Chuck Zittel
(Signature of Secured Party)
ITT Commercial Finance Corp.
Type or Print Above Name on Above Line

1050

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 513 PAGE 218

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 267984

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 9, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RUSS, Robert J. & Melba Ann

Address 108 Arundel Court, Severna Park, MD 21146

2. SECURED PARTY

Name CHELSEA GROTON SAVINGS BANK

Address 1 Franklin Square

Norwich, CT 06360

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 9, 1999

4. This financing statement covers the following types (or items) of property: (list)

1971 Columbia Sloop 34' Hull #34 Documentation #539752
Engine Isuzu 40 HP diesel Serial #7399

Includes all appurtenances & electronics

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

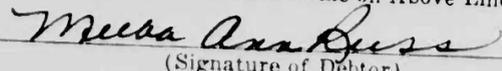
(Products of collateral are also covered)



(Signature of Debtor)

Robert J. Russ

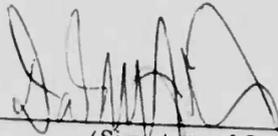
Type or Print Above Name on Above Line



(Signature of Debtor)

Melba Ann Russ

Type or Print Above Signature on Above Line



(Signature of Secured Party)

David M. Hindle Assisant Vice President

Type or Print Above Signature on Above Line

12.00
CTT 901 711-14
JUN 10 87

267985

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.

4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____, The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203-1661
 Attention: Thomas D. O'Brien

RECORD FEE 13.00
 POSTAGE .50
 JUN 10 1987

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documentary both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or unpossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or unpossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutes therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutes therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

H. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

I. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtor Jenkins Marine Motor Sales, Inc.

By: Thomas D. O'Brien (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

13.50

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
<i>Glasstream</i>	<i>19 Free Spirit</i>	<i>654201456787</i>
<i>Glasstream</i>	<i>192 BR</i>	<i>65421095D787</i>
<i>Glasstream</i>	<i>192 CC</i>	<i>65421096D787</i>
<i>Glasstream</i>	<i>192 CC</i>	<i>65421097D787</i>
<i>Glasstream</i>	<i>192 CC</i>	<i>65421214D787</i>

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 267986 BOOK 513 PAGE 221 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ANDREW J. & JUDITH G. WHITBRED

Address 128 POLLING HOUSE ROAD HARWOOD, MD 20776

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA SOUTHEAST DIVISION

Address P.O. Box 105598

Atlanta, GEORGIA 30343-5598

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 NEW KCC B4200DT TRACTOR, SER.#50700, 1 NEW KCC RC44-42 ROTARY CUTTER, SER.#10207., 1 NEW KCC BL1620 FRONT END LOADER, SE.R#22300144.

RECORD FEE 12.00
Name and address of Assessor
POSTAGE .50
MAY 19 0777 AM 110-47
JUN 10 87

29820-511445

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Handwritten signature of Andrew J. Whitbred)

(Signature of Debtor)

ANDREW J. WHITBRED

Type or Print Above Name on Above Line

(Handwritten signature of Judith G. Whitbred)

(Signature of Debtor)

JUDITH G. WHITBRED

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

12-50

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax.

Anne Arundel County Clerk

BOOK 513 PAGE 222

267987

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here.

FINANCING STATEMENT

Identifying File No. _____

If subject to recordation indicate amount of debt below.
\$ _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
1. DEBTOR (OR ASSIGNOR)

Name HOMEOWNERS & CONTRACTORS, INC.
Address 111 Benfield Road, Severna Park, MD 21146

2. SECURED PARTY (OR ASSIGNEE)

Name EQUIPMENT FINANCE, INC.
Address P. O. Box 4926, Lancaster, PA 17604

RECORDED FEE 11.00
JUN 10 1987
ue

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Used 1986 DRESSER Wheel Loader, Complete, Model 520B, S/N C006326
- One (1) Used 1971 CATERPILLAR Motor Scraper, Model 613, S/N 71M831
- One (1) Used DRESSER Crawler Tractor, Model TD8E, S/N 10388

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)
- (If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)
- (If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

HOMEOWNERS & CONTRACTORS, INC.
(Signature of Debtor or Assignor)

Gregory A. Eckert
(Signature of Debtor or Assignor)

EQUIPMENT FINANCE, INC.
(Signature of Secured Party or Assignee)

George W. Krona Puz
(Signature of Secured Party or Assignee)

MARYLAND FINANCING STATEMENT

267980

BOOK 513 PAGE 223

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Gary A. Thompson T/A Gary A. Thompson Freelance Video
328 Alameda Parkway (Name or Names) Arnold, Maryland 21012
(Address)

LESSEE (Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. (Name or Names)
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234 (Address)

3. ASSIGNEE (if any) of LESSOR Northfield Federal Savings (Name or Names)
1844 E. Joppa Road Baltimore, Maryland 21234 (Address)

4. This financing Statement covers the following types (or items) of property:

One - JVC, Model GXS 700 u, Color Video Camera
One - Panasonic Ag 1950 Cassette Recorder

RECORD FEE 12.00
STAMP FEE .50
BALTIMORE CITY REC T.10#40
JUN 10 87
W

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Gary A. Thompson T/A Gary A. Thompson Freelance Video

By: Gary A. Thompson (Title)
Gary A. Thompson
(Type or print name of person signing)

By: (Title)
(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Brian G. Connelly Mgr. (Title)
Brian G. Connelly
(Type or print name of person signing)

Return to:
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1250

267977

513 224

FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR Shah N. Chishti
(Name or Names)

7164 Furnace Branch Road Baltimore, MD 21061
(Debtor's Address—Street No., City, County, State)

SECURED PARTY Carey Sales & Service, Inc.
(Dealer's Name)

3141-47 Frederick Avenue, Balto., Md. 21229
(Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

~~THE CARROLLTON BANK OF BALTIMORE~~
~~BALTIMORE STREET AT CARROLLTON AVENUE BALTIMORE MARYLAND 21223~~

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
CTX?Hussman	Conveyor Oven	41025587		DZ550000029	

11.00
.50
JUN 10 87
ue

2. If above described personal property is to be affixed to real property, describe real property:

n/a

3. This transaction (is) (is not) exempt from the Recordation Tax. Consideration \$ _____

Dated this 13 day of May, 19 87

Witness: Joyce Summers Shah N. Chishti
Debtor Signs

Attest: Jacqueline Fundzak
Debtor Signs

Jacqueline Fundzak, VP
Secured Party

Return to: ~~The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203~~

77-064 CAREY SALES & SERVICE, INC. 3141-47 Frederick Avenue, Baltimore, Md. 21229

1150

Gussies
AA County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262404

RECORDED IN BOOK 499 PAGE 238 ON 6/18/36 (DATE)

Filed with Clerk of the Circuit Court, Annapolis, MD

1. DEBTOR
Name Absorbent Cotton Company
Address Fourth & Marshall, Valley Park, Missouri 63088

2. SECURED PARTY
Name The First National Bank of Boston
Address 100 Federal Street, Boston, Massachusetts 02110

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) AMENDMENT

To amend Debtor's name. New name is: Sterile Products Corporation

10.00
.50
JUN 10 1937



Sterile Products Corporation
By: [Signature]
Dated: 4/6/87

The First National Bank of Boston
[Signature]
(Signature of Secured Party)
Barbara McPherson, Mgr.
Type or Print Above Name on Above Line

100

1150

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 50,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Aisquith Trucking, Inc.

3275 Riva Road
Riva, MD 21140

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
1 New International 515 Loader & Tag-Along Trailer
Serial #11200D30XHS090232 Model 9DOW
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3. Proceeds } of the collateral are also specifically covered.
 Products }
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Aisquith Trucking, Inc.

FARMERS NATIONAL BANK OF MARYLAND

By: *Anna Mae Aisquith*
Anna Mae Aisquith, President

By: Elmer W. Aisquith, Sec./Treas.

Elmer Aisquith

BY *Frank T. Lowman*
Frank T. Lowman
Senior Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 70,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Bausum & Duckett Electric Co., Inc.

3481 Pike Ridge Road
Edgewater, MD 21037

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

- IBM 5362 Model A02, Serial #1040634
- I-0 1181 Display Station, Serial #TA20352
- I-0 1181 Display Station, Serial #TA22548
- I-0 1181 Display Station, Serial #TA22596
- Okidata 193, Serial #603A1020596
- Okidata 193, Serial #603A1020597
- OTC Printer 700, Serial #011022
- IBM AT 30MB, Serial #AN095SA5170
- NEC JB 1285DA Monitor, Sn #65D0015K
- NEC JB 1285DA Monitor, Sn #65D01052K
- IBM XT 20MB, Sn #AN095A5160

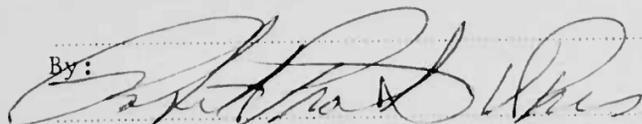
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Bausum & Duckett Electric Co., Inc.

Secured Party (or Assignee)

By: 

FARMERS NATIONAL
BANK OF MARYLAND

BY 

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING
STATEMENT RECORDS OF THE STATE
OF MARYLAND AND IN THE FINANCING
STATEMENT RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing
Officer pursuant to the Uniform Commercial Code.

- | | | |
|----|---|---|
| 1. | NAME AND
ADDRESS OF

DEBTOR: | WANG CORPORATION
Hunan Restaurant
1957 West Street
Annapolis, Maryland 21401 |
| 2. | NAME AND
ADDRESS OF
SECURED
PARTY: | JEFFERSON BANK AND TRUST COMPANY
7505 Greenway Center Drive
Greenbelt, Maryland 20770
Attn: Mr. William Drescher |

11.00
.50
NOV 15 1976
NOV 10 1976

3. This Financing Statement covers the following types
(or items) of property: ll

(a) all fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located at 904 Ritchie Highway, Severna Park, Maryland 21146 and being approximately 3,700 square feet (the "Premises") or any part thereof, and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by Debtor including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators, all equipment installed or to be installed and used in the operation of the premises, all building material, supplies and equipment now or hereafter delivered to the Premises and intended to be installed therein, all renewals or replacements thereof, articles in substitution thereof, and all proceeds and profits thereof;

(b) all leases and use agreements of machinery equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) all rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Premises or any part thereof;

(d) all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) all proceeds of insurance policies concerning the Premises or any of the foregoing property;

(f) all proceeds of the conversion, voluntary or involuntary of any of the foregoing property into cash or liqui-

dated claims; and

(g) all licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Premises.

The Premises are also described in that certain Security Agreement of even date herewith, made between Debtor and Jefferson Bank and Trust Company thereunder (hereafter referred to as the "Security Agreement").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Security Agreement, Deed of Trust and Note of even date herewith between Secured Party and Debtor as security for a loan made by Secured Party to Debtor under and pursuant to the Note, Deed of Trust, and Security Agreement.

5. Proceeds and products of the collateral are also covered.

6. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is \$100,000.00.

WITNESS:

Larry Patterson

DEBTORS:

WANG CORPORATION

BY: *Y. S. Wang*
YOU SHENG WANG, President

Mr. Clerk: Please return to: Milton Jernigan, Esquire
Suite 408, 6411 Ivy Lane
Greenbelt, Maryland 20770

clerk of circuit ct. Anne Arundel County
Annapolis MD. 21401

11-03

267933

BOOK 513 PAGE 231

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Eagle Leasing Corp.

Address 277 Fairfield Road - Suite 313, Fairfield, New Jersey 07006

2. SECURED PARTY

Name Bankers Trust Company - Equipment Finance Group #550306

Address 1775 Broadway - 16th Floor, New York, New York 10019

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

The equipment listed on the annexed schedule; the lease of said equipment dated May 7, 1987 between Eagle Leasing Corp., Lessor, and All Seasons Glass & Screen Inc., Lessee, which has been assigned to the Secured Party together with all monies due and to become due thereunder.

RECORD FEE 11.00
113010 0771 001 109136
JUN 11 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) *ul*

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Eagle Leasing Corp.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

BANKERS TRUST COMPANY.
Type or Print Above Signature on Above Line

EAGLE LEASING CORP. - LESSOR

BOOK 513 PAGE 232

Fairfield, New Jersey 07006

FULL NAME OF LESSEE All Seasons Glass & Screen Inc.				FULL NAME AND ADDRESS OF VENDOR C.R. Lawrence Co., Inc. 2503 B. Vernon Avenue Los Angeles, California 90058	
BILLING ADDRESS 7 Old Solomons Island Road					
CITY Annapolis	COUNTY AnneArundel	STATE Maryland	ZIP 21401	LEASE NO 1162	ACCOUNT NO
QUAN	EQUIPMENT DESCRIPTION	MODEL NO	SERIAL NO		
1	60" Verticle Glass Washer		# 05277		
1	2 Spindle Glass Edger		# 05276		
1	R15 Phase Converter <small>Subsequent to the execution hereof, Lessor is authorized to insert a more detailed description adding model and serial numbers, accessories and parts</small>				
EQUIPMENT LOCATION, IF OTHER THAN BILLING ADDRESS OF LESSEE STREET ADDRESS CITY COUNTY STATE				RENT COMMENCEMENT DATE	
RENT PAYMENTS 60 PAYMENTS OF \$ 797.34 PER month		SALES/USE TAX \$ 39.87	TOTAL \$ 837.21		
Lessee acknowledges that the amount of Rent shown above is based upon the estimated cost to Lessor of purchasing and delivering the equipment described above ("Equipment") to Lessee including transportation, installation, taxes and other charges, and shall be adjusted if the actual cost of Equipment differs from the estimated cost. Lessee hereby irrevocably authorizes Lessor to insert the adjusted Rent and the amount of any applicable sales/use tax imposed on or measured by the Rent.					
INITIAL TERM 60 MONTHS	ADVANCE RENTALS INCLUDING TAX \$ 1,674.42 APPLIED TO FIRST AND LAST months RENTAL PAYMENTS		ADDITIONAL PROVISIONS		

TERMS AND CONDITIONS OF LEASE

- 1. AGREEMENT TO LEASE.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described above and on any attached schedule (herein with all replacement parts, repairs, additions and accessories called "Equipment") on the terms and conditions on the face and reverse side of all pages hereof. This lease shall become effective only when accepted by Lessor at its home office (Commitment Date).
- 2. NO WARRANTIES BY LESSOR.** LESSEE HAS SELECTED BOTH (a) EQUIPMENT AND (b) VENDOR. LESSOR MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND, AS TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS" IF EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY VENDOR, OR IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST VENDOR AND SHALL, NEVERTHELESS, PAY LESSOR ALL RENT PAYABLE UNDER THIS LEASE. LESSOR WILL INCLUDE, AS A CONDITION OF ITS PURCHASE ORDER, THAT VENDOR AGREE THAT ALL WARRANTIES, AGREEMENTS AND REPRESENTATIONS, IF ANY, MADE BY VENDOR TO LESSEE OR LESSOR MAY BE ENFORCED BY LESSEE IN ITS OWN NAME. LESSOR ASSIGNS TO LESSEE, SOLELY FOR THE PURPOSE OF MAKING AND PROSECUTING ANY SAID CLAIM, ALL RIGHTS WHICH LESSOR HAS AGAINST VENDOR FOR BREACH OF WARRANTY OF OTHER REPRESENTATION RESPECTING EQUIPMENT.
- 3. VENDOR NOT AN AGENT.** NEITHER VENDOR, NOR ANY SALESMAN OR OTHER AGENT OF VENDOR, IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF VENDOR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND REPRESENTATION AS TO EQUIPMENT OR ANY OTHER MATTER BY VENDOR SHALL IN ANYWAY AFFECT LESSEE'S DUTY TO PAY THE RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE.
- 4. NON CANCELLABLE LEASE.** THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON THE REVERSE SIDE WHICH ARE MADE PART HEREOF.

Accepted: May 7, 1987
 EAGLE LEASING CORP. - LESSOR
 BY: *[Signature]*
 TITLE: *[Signature]*

All Seasons Glass & Screen Inc.		LESSEE
		LESSEE
BY	<i>[Signature]</i>	Pres.
BY	<i>[Signature]</i>	V.P.
DATED:	April 23, 1987	

2 ORIGINAL LEASE

267994

BOOK 513 PAGE 233

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: County of Anne Arundel #1720452 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Frank J. Kilian II
dba: Burger King #3239
1201 Mt. Hermon Rd.
Salesbury, MD 21801

2. Secured Party(ies) and address(es)
Great Western Credit Corporation
P.O. Box 11857
Reno, Nv 89510

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 14.00
RECORD TAX 8.05
RECORD TAX 8.05
RECORD TAX 788.90
FURNITURE .50

4. This financing statement covers the following types (or items) of property:

"SEE EQUIPMENT SCHEDULE AND LEGAL DESCRIPTION OF REAL PROPERTY WHEREAS SUBJECT EQUIPMENT IS AFFIXED TOO ATTACHED HERETO AND MADE A PART HEREOF."

Indebtedness: 115,000.00
EQUIPMENT LOCATION: 8531 Fort Smallwood Rd.
Riviera Beach, MD

Record Owner: ~~United States Steel and Carnegie Pension Fund~~
Burger King Corporation

5. Assignee(s) of Secured Party and Address(es)
JUN 11 87
we

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered, No. of additional Sheets presented:

Filed with:

Frank J. Kilian II dba: Burger King

Great Western Credit Corporation

By:

Frank J. Kilian II
Signature(s) of Debtor(s)

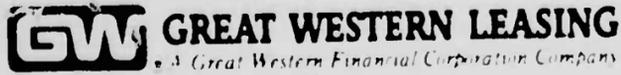
By:

Sally Walters
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

14-865 50



A Great Western Financial Corporation Company

5270 Neil Road
Reno, Nevada 89502
(702)689-8300

BOOK 513 PAGE 234

Initials

AK

SCHEDULE A

TO

Page 1 of 2

Security Agreement No. 1720452-001

DESCRIPTION

Walk In Box
Clr/Frzwn
Walk In Box
Shlvg/Rack
Prep Station
Freso Matic
Frzer RIN
Freezer Reach In
Frezr Rin
Oven Micro
Microwave Oven
Service Ct.
Prep Station
T-Line Preparation
Ice Bin
IC/Cube
Ice Machine
Shake Machine
Oven Micro
Coffee Machine
Sink 2CMP
Sinck 3CMP
Waste Center
Waste Container
Work Table
Dispenser Drink
Thaw Rack
Fry Thaw Rack
Overshelf
Fry Computer Flect
Fryer Dump Station
Exhaust Hood Fryer
Kitchen Equipment
Fry Filter
Fryer
Broiler Station
Exushd Broiler
Broiler NG2C
Broiler Grills
Bun Grill
Cabinets
Sandwich chute



5270 Neil Road
Reno, Nevada 89502
(702)689-8300

SCHEDULE A OK 513 PAGE 235
TO

Initials

Page 2 of 2

Security Agreement No. J720452-001

DESCRIPTION

- Prep Station
- Spec. Sandwich Table
- Fryer
- Toasters
- Steamer
- Steamer Tray
- Decor Package
- Signs Pole
- Pole Sign 12x12
- Signs Dr. Thru
- Directional Sign
- Bldg Letters Sign
- D-T Equipment
- D/T Drink Stand
- D/T Equipment
- Waste Center
- Double Trash Planter
- P.O.S. Fasfax
- Fasfax Master
- Major Safe
- Time Clock
- Desks
- Hand Dryer
- Salad Bar
- Shlvg/Rack
- Menu Board
- Files

All right, title, interest and estate of Debtor in and to all personal property including without limitation all that property on Schedule "A" of furniture, fixtures, equipment, inventory, and account receivable now owned or hereafter acquired.

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$2,500,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: June 10, 1987

FINANCING STATEMENT

- | | | | |
|----|----------------------------------|--|---|
| 1. | Debtor: | Address: | RECORD FEE 13.00
MORTGAGE .50
MORTGAGE CITY 601 710#39
JUN 11 87
ce |
| | MORGAN'S PURCHASE, INC. | 1655 Crofton Boulevard
Suite 200
Crofton, Maryland 21114 | |
| 2. | Secured Party: | Address: | |
| | SIGNET BANK/MARYLAND | P.O. Box 1077
Baltimore, Maryland 21203 | |
| 3. | This Financing Statement covers: | | |

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

14850

513 PAGE 237

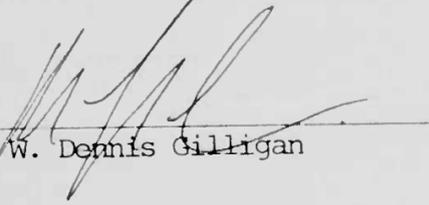
(d) all contract rights of and from the herein described property or any part thereof.

- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Signet Bank/Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

MORGAN'S PURCHASE, INC.

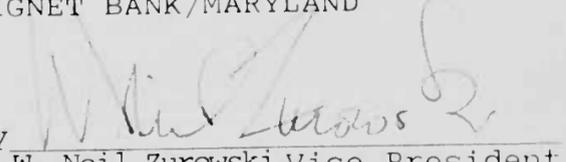
By


W. Dennis Gilligan

SECURED PARTY:

SIGNET BANK/MARYLAND

By


W. Neil Zurowski, Vice President

MOFS1471.110 K1

SCHEDULE "A"

All those lots of ground in Anne Arundel County, Maryland, being known and designated as Lots 1 thru 17, as shown on the Plats entitled, "A Single-Family Subdivision MORGAN'S PURCHASE," as recorded among the Land Records of Anne Arundel County, Maryland in Plat No. 5510 and 5511, Book 106, Folios 35 and 36.

Together with the beds of any public roads not yet deeded to the County and any private roads and open space shown on said plats owned by Grantor.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 398 FOLIO 382 ON February 15, 1979 (DATE)

1. DEBTOR:

Name H.R. Hoffman, Inc. t/a AmigosAddress 609 Taylor Avenue, Annapolis, MD 21401

2. SECURED PARTY:

Name Annapolis Banking & TrustAddress P.O. Box 311, Annapolis, MD 21404Anita Wilson Small Business Administration, 10 N. Calvert St., Baltimore, MD 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. MATURITY DATE OF OBLIGATION (If any) _____

CHECK FORM OF STATEMENT

A. Continuation

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above is still effective.

B. Partial Release

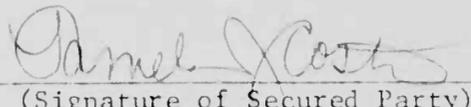
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Other

(Indicate whether amendment, termination, etc. _____)

U.S. Small Business Administration
10 N. Calvert Street
Baltimore, Maryland 21202Dated June 11, 1987

(Signature of Secured Party)

Pamela J. Coster, Asst. Vice PresidentType or Print Above Name on Above
Line

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated May 27, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael J. Lineberry and Maria Lineberry

Address 3705 3rd Avenue, Edgewater, Maryland 21037

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772

Attn: Liz

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One Used Mueller Mortar Mixer, model #206, Serial #129084
- One New 2½ bag Stone Mortar Mixer with an 8 horsepower Wisconsin motor, Serial #2171112

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael J. Lineberry
(Signature of Debtor)
Michael J. Lineberry

Type or Print Above Signature on Above Line

Maria Lineberry
(Signature of Debtor)

Maria Lineberry

Type or Print Above Signature on Above Line

William M. Duval
(Signature of Secured Party)

William M. Duval

Type or Print Above Name on Above Line

1300
1400
3600
50

u

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of additional Sheets Presented:

3. The Debtor is a transmitting utility.
4 For Filing Officer: Date, Time, No. Filing Office

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies) Name(s) and Address(es):

Goldbach, Franklin G.
1780 Sharwood Place
PO Box 71
Annapolis, MD 21404

The First National Bk of T.r.
975 Hooper Ave.
Toms River, NJ 08753

5 This statement refers to original Financing Statement No. 459 230 filed (date) Feb. 23 '81 with Anne Arundel Cty.

- 6 A Continuation The original Financing Statement bearing the above file number is still effective
 B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following
 D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below
 E Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records Section Block Lot

Helene Rosica Administrative Assist
The First National Bank of Toms River, N.J.

By _____
Signature(s) of Debtor(s) (only on amendment)

By Helene Rosica
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
(5/82)

12.50
STANDARD FORM - FORM UCC-3 - Approved by the Secretary of State of New York, Pennsylvania & Texas

FINANCING STATEMENT

DATE: May 27, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Kaufmann's Tavern, Inc.

ADDRESS: 329 Gambrills Road
Gambrills, Maryland 21054

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, fixtures, equipment, inventory, accounts receivables now owned and hereafter acquired, excluding motor vehicles.

Handwritten notes and initials in the right margin.

DEBTOR(S):
Kaufmann's Tavern, Inc.
(Company Name)

BY: *William N. Kaufmann, Jr.*
William N. Kaufmann, Jr., President

BY: _____
BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVING BANK

BY: *Paul R. O'Connell*
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

TO BE RECORDED IN THE
FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

BOOK 513 PAGE 243

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber No. 389

Page No. 85

Identification No. 218356

Dated July 11, 1978

1. Debtor(s) { CROWN STATIONS, INC.
Name or Names—Print or Type
One North Charles Street, Baltimore, MD 21201
Address—Street No., City - County State Zip Code

2. Secured Party { UNION TRUST COMPANY OF MARYLAND and
MELVIN L. THOMAS, Trustees
Name or Names—Print or Type
7 St. Paul Street, Baltimore, MD 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) June 30, 1993

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
BALDWIN CITY MD 210405

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

we

FEB 9 87

Mailed to Secured Party

UNION TRUST COMPANY OF MARYLAND
and MELVIN L. THOMAS, Trustees

Dated: 12/19/86

By: *Melvin L. Thomas*

Name of Secured Party *Indiv. + as*
Melvin L. Thomas, Vice President
Signature of Secured Party

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

RETURN TO:

Anne-Steuart V. Palmer
Cable, McDaniel, Bowie & Bond
900 Blaustein Building
One North Charles Street
Baltimore, Maryland 21201

10/20

267999

FINANCING STATEMENT

we

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$11,300.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Dept. Assessment & Taxation

5. Debtor(s) Name(s): Eastern Petroleum Corp. Address(es): 33 Hudson Street Collateral Held: McBee's Towing
Annapolis, Md. 21401 7500 Ridge Road
Hanover, Md. 21076

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit
Attention: Lisa Keller ~~XXXXXXXXXXXXXXXXXXXX~~ P. O. Box 871
~~XXXXXXXXXXXXXXXXXXXX~~ Annapolis, Md. 21404
(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Eastern Petroleum Corporation

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any: J. Kent McNew, President

By: [Signature] (Seal)

By: _____ (Seal)
Type name and title, if any

Glenn L. Wilson, Vice President
Type name and title

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement

dated April 21, 1987 and executed by Eastern Petroleum Corporation

("Grantor" or "Debtor") This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued)

- 3 - R261-1 dual one product remanufactured dispensers with preset S/N #B55393, CS5404, CS5408
- 1 - TMS800F-20 six hose console S/N 8223
- 2 - 63GFPMYEL0 Yellow 3 product pole Mount Sign W/15" #12 R/U/PU 9/10 Panel

GRANTOR/DEBTOR

By Eastern Petroleum Corp (SEAL)
Name J. Kent McNew
Title President

GRANTOR/DEBTOR

By (SEAL)
Name:
Title

CLERK. If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 513 PAGE 247
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

268001

This financing statement Dated 5-28-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Page W. Richardson
Address 1950 Cedar Drive, Severn Md. 21144

2. SECURED PARTY

Name N.J. Richardson & Sons, Inc.
Address 6400 Windsor Mill Rd.
Baltimore, Md. 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

UCC 9-400-

Kubota B7200E Tractor # 10482
RC60-72 Mower # N/S 21311
FP72 PTO # N/S
RB5 Rear Blade # N/S
3450 Cart # N/S

1100
owe
50¢
Postage

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Page W Richardson
(Signature of Debtor)

Page W. Richardson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W E Richardson, Pres
(Signature of Secured Party)

William E. Richardson
Type or Print Above Signature on Above Line



Guarantor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by William F. Utz to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

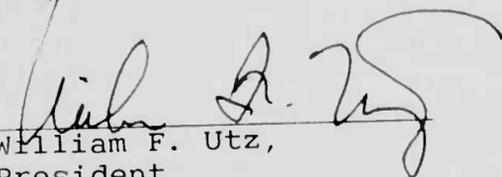
5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots later acquired by Guarantor and encumbered by the lien of the Deed of Trust as the same may be supplemented from time to time.

GUARANTOR:

W. F. UTZ CONSTRUCTION
COMPANY, INC.

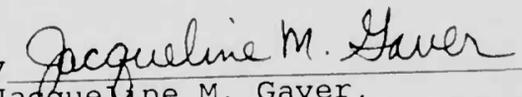
By


William F. Utz,
President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By


Jacqueline M. Gaver,
Assistant Vice President

DEED114.161 S2

Guarantor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by William F. Utz to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots later acquired by Guarantor and encumbered by the lien of the Deed of Trust as the same may be supplemented from time to time.

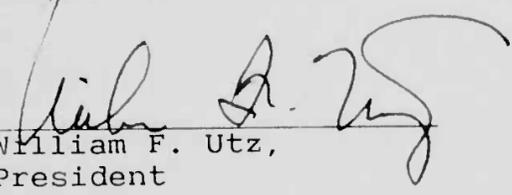
GUARANTOR:

SECURED PARTY:

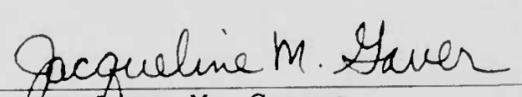
W. F. UTZ CONSTRUCTION COMPANY, INC.

HOME FEDERAL SAVINGS BANK

By


William F. Utz,
President

By


Jacqueline M. Gaver,
Assistant Vice President

DEED114.161 S2

SCHEDULE A

PARCEL ONE:-

Being known and designated as Lot No. 20, Block CCC, Plat No. 5, CAPE ST. CLAIRE, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 21, folio 48.

PARCEL TWO:-

Being known and designated as Lot No. 2, Block A-K, Plat No. 9, CAPE ST. CLAIRE, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 22, folio 6.

PARCEL THREE:-

Being known and designated as Lot No. 10, Block A, CAPE ST. CLAIRE Deep Creed Subdivision, Section One, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 22, folio 20.

PARCEL FOUR:-

Being known and designated as Lot No. 53, Block G, CAPE ST. CLAIRE Deep Creek Subdivision, Section One, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 22, folio 20.

PARCEL FIVE:-

Being known and designated as Lots No. 1 through 5, inclusive, as shown on the Plat of WHITES COVE - Plat 3, as recorded among the Land Records of Anne Arundel County in Plat Book 104, folio 18.

PARCEL SIX:-

Being known and designated as Lot No. 298 as shown on the Revised Plat of SHORE ACRES, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 7, folio 19.

PARCEL SEVEN:-

Being known and designated as Lot No. 127 as shown on the Plat of BAY HIGHLANDS, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 9, folio 49.

513 - 250 - A

PARCEL EIGHT:-

Being known and designated as Lot No. 6R as shown on the Plat of Section VII TWIN HARBORS, a Resubdivision of Lots 20 and 33, Section V TWIN HARBORS, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 62, folio 43.

PARCEL NINE:-

Being known and designated as Lots No. 1, 2 and 3, as shown on the Plat of WHITES COVE - Plat 2, as recorded among the Land Records of Anne Arundel County in Plat Book 94, folio 35.

268025

BOOK 513 PAGE 251

FINANCING STATEMENT

(Not To Be Recorded in Land Records)

This Financing Statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.

1. DEBTOR AND ADDRESS: PHILIP C. GREENE, JR.
SUSAN A. GREENE
1559 Lodge Pole Court
Annapolis, MD 21401
2. SECURED PARTY AND ADDRESS: FAIRFAX SAVINGS BANK
6206 Rolling Road
Springfield, VA 22152
3. This Financing Statement covers the personal property described in Exhibit "A" attached hereto and made and part hereof.
4. The proceeds of collateral are covered.
5. The products of collateral are covered.

DEBTOR:

Philip C. Greene, Jr.
PHILIP C. GREENE, JR.

Susan A. Greene
SUSAN A. GREENE

SECURED PARTY;

FAIRFAX SAVINGS BANK

BY:

Nancy K. Davis *al*
NANCY K. DAVIS,
Vice President

PLEASE RETURN TO: Lawrence Bleich, Esq.
11718 Bowman Green Drive
Reston, Virginia 22090

7

1200
10

EXHIBIT "A"

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment, and tangible personal property of every kind and nature whatsoever, now or hereafter located on, contained in or upon, or attached to, or used or usable in connection with the real estate and improvements (the "Real Estate") described in a certain Deed of Trust dated June 8, 1987, from Debtor to Linda J. Wright and Barbara J. Fried, Trustees, the Real Estate being located in Anne Arundel County, Maryland, and being more particularly described in Exhibit "B" attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases or contracts of sale executed by the Debtor on any part or parcel of the Real Estate, whether said accounts receivable are now in existence or are hereafter created.

300 513 253

EXHIBIT "B"

BEING KNOWN AND DESIGNATED as Lot Numbered 48 as shown the Plat entitled Revised Plat of NORTH RIVER FOREST, Section 3, Plat 2, recorded among the land records of Anne Arundel County in Plat Book 96, folio 17.

THE MONUMENTAL TITLE CO.
The Monumental Title Bldg.
SEVERNA PARK, MD. 21146

513 254

268039

Buyer's (Debtor's) Name (Last name first) Hall, Nelson C.	Purchaser's Mailing Address 6526 Wooded Valley Ct, Friendship, MD	Zip Code 20758
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name Annapolis 4A Rentals & Sales	Seller's Address 1919 Lincoln Dr., Annapolis, MD 21401	

BUYER'S SOC. SEC. NO. (First Signer) **214-62-0056**

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	655	Utility Diesel Tractor, 2 wh., Roll guard, turf tires, 3pt hitch	1M00655A360176
1	N	JD	50"	Mid mower	555791
1	N	JD	51	Loader w/48" bucket, pair tire chains	TY0051A 001341

**FINANCING STATEMENT
FOR FILING**

11:00
-50
JUN 12 87
ll

This statement is not to be recorded among the Land Records.

11/50

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
PO Box 65090
W. Des Moines, IA 50265

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
P.O. Box 585 xx 65090
~~Syracuse, NY 13201~~ W. Des Moines, IA 50265

Anne Arundel, MD

Debtor resides in Anne Arundel, MD (County) (State) Note dated and signed 5/11/87 (Date) Debtor's Telephone No. 301-741-5179

Nelson C Hall
(Debtor's Signature)

Annapolis 4A Rentals
(Seller's Name)

Nelson C. Hall
(Debtor's Signature)

David B. Graham Sales Mgr.
Seller's (Secured Party) Signature David B. Graham.

(Do not write below this line)

800-513-1255

268040

Buyer's (Debtor's) Name (Last name first) Thompson, Kerry J.	Purchaser's Mailing Address 1682 Justin Dr., Gambrills, MD 21054	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name Annapolis 4A Rentals & Sales	Seller's Address 1919 Lincoln Dr., Annapolis, MD 21401	Zip Code
BUYER'S SOC. SEC. NO (First Signer) 221-28-8792		

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	316	Lawn & Garden Tractor	M00316A42176
1	N	JD	50	Mid mower	M01013A54073
1	U	JD		Material Collection System	M02661A52583

RECORDING FEE 11.00
 STATE .50
 COUNTY 0777 001 115428

**FINANCING STATEMENT
FOR FILING**

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
 PO Box 65090
 W. Des Moines, IA 50265

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
 P.O. Box 505 65090
~~Syracuse, NY 13201~~ W. Des Moines, IA 50265

Anne Arundel, MD

Debtor resides in Anne Arundel MD Note dated and signed 5/4/87 Debtor's Telephone No. (301) 721-4340

Kerry J. Thompson
 (Debtor's Signature)
 KERRY J. THOMPSON
 (Debtor's Signature)

Annapolis 4A Rental
 (Seller's Name)
David B. Graham
 Seller's (Secured Party) Signature **David B. Graham, Sales** Mgr.

(Do not write below this line)

800 513 256

268011

Buyer's (Debtor's) Name (Last name first) Stockstill, Mark A.	Purchaser's Mailing Address 1434 Cedarhurst Rd., Shady Side, MD	Zip Code 20764
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name Annapolis 4A Rentals	Seller's Address 1919 Lincoln Dr., Annapolis, MD	Zip Code 21401

BUYER'S SOC. SEC. NO. (First Signer) 216 64 2790

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	165	Lawn Tractor w/38" mower, oil filter kit, lights, instrument panel, rear bagger, front blade	

FINANCING STATEMENT FOR FILING

This statement is not to be recorded among the Land Records.

RECORD FEE 11.00
 STAMP FEE .50
 216 640 0771 801 715 #21
 JUN 12 87
 ul

1/30

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction ~~(is)~~ (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
PO Box 65090
W. Des Moines, IA 50265

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
P.O. Box 505 65090
~~Syracuse, N.Y. 13281~~
W. Des Moines, IA 50265

Anne Arundel, MD

Debtor resides in Anne Arundel, MD (County) Note dated and signed 5/13/87 (Date) Debtor's Telephone No. 301-261-5052

[Signature] 5/13/87 Annapolis 4A Rentals
(Debtor's Signature) (Date) (Seller's Name)

[Signature]
(Debtor's Signature) Seller's (Secured Party) Signature David B. Graham, Sales Mgr.

(Do not write below this line)

RECORDED
JUN 12 1987

268042

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here

This financing statement Dated 5-7-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R. H. Brentzel Inc.
Address 4305 Tenthouse Court, West River, MD 20778

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090, West Des Iowa, 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 775 Utility Diesel Tractor, MFWD
Serial Number M00755D366666

261 Grooming mower 555926

52 Front Loader 003303

Bradco Backhoe 88LCA720

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R.H. Brentzel
(Signature of Debtor)

R. H. Brentzel, Inc.
Type or Print Above Name on Above Line

Robert Brentzel
(Signature of Debtor)

Robert Brentzel, President
Type or Print Above Signature on Above Line

R W Edwards
(Signature of Secured Party)

R W EDWARDS, MGR FINANCIAL SERVICES
Type or Print Above Signature on Above Line

11.00
.50
115.29
JUN 12 87

1150

268043

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and addresses)	2 Secured Party(ies) and addresses)	3 For Filing Officer (Date, Time, Number, and Filing Office)
Hansa Products, Inc. 8515 Rainswood Drive Landover, MD 20785	Equitable Life Leasing Corporation Valley Forge Park Place 1016 West 9th Avenue, Suite 100 King of Prussia, PA 19406	

7. This financing statement covers the following types (or items) of property

Property leased or to be leased under that certain Master Equipment Lease Agreement Number 105787, dated 7/19/86, between Debtor, as Lessee and Secured Party, as Lessor and all Rental Schedules thereunder, including but not limited to Various Data Processing Equipment. This transaction is a lease and is not intended by the parties to be a secured transaction; filing is intended to make the lease a matter of public record.

RECORDING FEE 11.00
#18343 0777 HRI 115:30
JUN 12 87
ue

Anne Arundel Clerk of Circuit Court - MD

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)

Hansa Products, Inc.
By *Thomas E. Jenkins*
Signature(s) of Debtor (Or Assignor) *pro*

Equitable Life Leasing Corporation
Burnhead Agent
Signature(s) of Secured Party (Or Assignee)

Filing Officer Copy - Alphabetical

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Rev. Jan. 1980

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

FINANCING STATEMENT FORM UCC-1

268043

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LaRoche Industries Inc.
Address Perimeter 400 - Center Two, 1100 Johnson Ferry Road, N.E., Atlanta, Georgia 30342

2. SECURED PARTY

Name Sanwa Business Credit Corporation
Address One South Wacker Drive, 39th Floor, Chicago, Illinois 60606

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 21.00
RECORD TAX 31.50
POSTAGE .50
MORTGAGE UNIT #01 714#21
JUN 12 87
ll

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's now owned or hereafter acquired, created or arising accounts, accounts receivable, contract rights, chattel paper, documents, instruments, general intangibles, fixtures, inventory and machinery and equipment and all proceeds and products thereof, as more fully set forth on the exhibit attached hereto and made a part hereof consisting of three typewritten pages.

Name and address of Assignee

TO BE FILED WITH THE CLERK OF THE CIRCUIT COURT, ANNE ARUNDEL COUNTY, MARYLAND

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

The amount indebtedness = \$10,000,000.00

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Non-exempt property in Maryland = \$31,000.00

Amount of tax due = \$28.42

(Signature of Debtor)
LAROCHÉ INDUSTRIES INC.
Type or Print Above Name on Above Line
[Signature]
(Signature of Debtor)
F. J. PRINZO
Type or Print Above Signature on Above Line

James C. Bendich
(Signature of Secured Party)
SANWA BUSINESS CREDIT CORPORATION
Type or Print Above Signature on Above Line

21- 31.50 .50

STATE OF ILLINOIS

BOOK 513 PAGE 260

COUNTY OF COOK

The undersigned, being first duly sworn, deposes and says that he is an agent, officer or employee of Sanwa Business Credit Corporation (Secured Party) and makes this affidavit in compliance with the above indicated tax statute of the State of Maryland.

- (a) The estimated total amount of indebtedness due or anticipated to be due from LaRoche Industries Inc. (Debtor) is anticipated to be \$10,000,000.00.
- (b) Non-exempt property within State of Maryland: \$ 31,000.00
- (c) All Property within and without State of Maryland: \$76,357,000.00

In accordance with the above, taxes are tendered upon the portion of the indebtedness secured by property located in the State of Maryland.

- (d) Portion of indebtedness secured by property located in Maryland: \$4,059.87
- (e) Tax at \$7.00/\$1,000.00: \$28.42

The amount of the indebtedness specified above is an estimate of the approximate amount of present and/or anticipated indebtedness which will become outstanding at any time but said specified amount is herein set forth for tax purposes only. Any person desiring to ascertain the exact amount of the indebtedness due should contact the Secured Party at the address shown on the financing statement in connection with which this sworn statement is filed.

SANWA BUSINESS CREDIT CORPORATION

By:

James C. Brendick
Title: ACCT. OFFICER

SWORN TO AND SUBSCRIBED Before me this 12th day of May, 1987.

Karen Elizabeth Huss
Notary Public

My Commission Expires:

12-29-90

" OFFICIAL SEAL
KAREN ELIZABETH HUSS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/29/90

BOOK 513 - E 261

EXTENSION SHEET FOR UNIFORM COMMERCIAL
CODE FINANCING STATEMENT

Page 2 of 4

Debtor:

LaRoche Industries Inc.
Perimeter 400 - Center Two
1100 Johnson Ferry Road, N.E.
Atlanta, Georgia 30342

Secured Party:

Sanwa Business Credit Corporation
One South Wacker Drive, 39th Floor
Chicago, Illinois 60606

(Description of Property Continued)

All of the following property or interest in property of Debtor, whether now owned or existing or hereafter acquired or arising, and wheresoever located, together with any and all proceeds and/or products thereof:

(a) all accounts, accounts receivable, proceeds, contract rights, chattel paper, instruments, documents, and all other forms of obligations, all guarantees and other security therefor, all merchandise returned or repossessed by Debtor, and all rights of stoppage in transit and all other rights or remedies of an unpaid vendor, lienor or secured party;

(b) all inventory, goods, merchandise and other personal property, wherever located, to be furnished under any contract of service, or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed by Debtor or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents pertaining thereto;

(c) all equipment and fixtures, wherever located, including without limitation, office machines, tools, dyes, dies, furniture, machinery, vehicles and trade fixtures, together with any and all accessions, parts and appurtenances thereto, substitutions therefor and replacements thereof;

(d) all choses in action, causes of action and all other intangible personal property of Debtor of every kind and nature (other than Accounts) now owned or hereafter acquired by Debtor, including without limitation, corporate or other business records, inventions, designs, blue prints and drawings related thereto,

Exhibit A

FILING COPY

EXTENSION SHEET FOR UNIFORM COMMERCIAL
CODE FINANCING STATEMENT

Page 3 of 4

Debtor:
LaRoche Industries Inc.
Perimeter 400 - Center Two
1100 Johnson Ferry Road, N.E.
Atlanta, Georgia 30342

Secured Party:
Sanwa Business Credit Corporation
One South Wacker Drive, 39th Floor
Chicago, Illinois 60606

(Description of Property Continued)

patents, patent applications, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, franchises, leasehold interests in personal and real property, tax refunds, tax refund claims and any guarantee claims, security interests or other security held by or granted to Debtor to secure payment by an obligor of any of the accounts.

(e) any and all monies, securities, drafts, notes, items and other property of Debtor and the proceeds thereof, now or hereafter held or received by, or in transit to Secured Party from or for Debtor, whether for safekeeping, custody, pledge, transmission or otherwise; and any and all balances, sums, proceeds and credits of Debtor with, and any and all claims of Debtor against Secured Party;

(f) all of Debtor's right, title and interest and all rights, remedies, security and liens, in, to and in respect of the accounts, including without limitation rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the accounts, deposits or other security for the obligation of any account debtor, and credit and other insurance;

(g) all of Debtor's right, title and interest in, to and in respect of all goods relating to, or which by sale have resulted in, accounts, including without limitation all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing any account, and all returned, reclaimed or repossessed goods;

(h) all deposit accounts, as such term is defined in the UCC;
and

FILING COPY

BOOK 513 PAGE 268

EXTENSION SHEET FOR UNIFORM COMMERCIAL
CODE FINANCING STATEMENT

Page 4 of 4

Debtor:

LaRoche Industries Inc.
Perimeter 400 - Center Two
1100 Johnson Ferry Road, N.E.
Atlanta, Georgia 30342

Secured Party:

Sanwa Business Credit Corporation
One South Wacker Drive, 39th Floor
Chicago, Illinois 60606

(Description of Property Continued)

(i) all books, records, and other property (including without limitation, any security and guarantees therefor, customer lists, credit files, computer programs, printout and other computer materials and files) pertaining to (a), (b), (c), (d), (e), (f), (g) and (h).

FILING COPY

268045

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Channel Home Centers, Inc.
945 Route 10
Whippany, NJ 07981

2. Secured Party(ies) and address(es)
General Electric Credit Corp.
2777 Summer Street, 7th Floor
Stamford, CT 06905

3. Maturity Date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 23.00
POSTAGE .50
#18280 CT11 001 T14:23
JUN 12 87

4. This financing statement covers the following types (or items) of property:
All accounts receivable, contract rights, general intangibles, machinery and equipment, fixtures, trade fixtures, inventory, vehicles, shares and proceeds of insurance of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds thereof, and all books and records related thereto, all as more particularly described in the attached Schedule A, all to the extent the same way become fixtures on the property described on the attached Schedule B, and this financing statement is to be filed for record in the real estate records. amt of indebted \$200,000.

5. Assignee(s) of Secured Party and Address(es)

ul
G7 568511

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Channel Home Centers, Inc.
By: [Signature]
Signature(s) of Debtor(s)
S. Charles Tabak
) Filing Officer Copy - Alphabetical

General Electric Credit Corporation
By: [Signature]
Signature(s) of Secured Party(ies)
Joan M. Sivalon

STANDARD FORM - FORM UCC-1.

23 50

Schedule A to Financing Statement between Channel Home Centers, Inc., as Debtor and General Electric Credit Corporation, 2777 Summer Street, Stamford, Connecticut 06905, as Secured Party.

This financing statement covers the following types (or items) of property and interests in property of Debtor, whether now owned or existing, hereafter acquired or arising, or in which Debtor now or hereafter has any rights:

A. All of Debtor's accounts, contract rights, general intangibles, chattel paper, instruments and documents, any right to the payment of money, and all intangible personal property of Debtor of every kind and nature, including, without limitation, equitable rights and interests, choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, sublicenses, franchises, tax refund claims, computer programs, and any guarantee claims, security interests or other security held by or granted to Debtor to secure payment of any account, contract right, general intangible, chattel paper, instrument or document.

B. All of Debtor's machinery and equipment, fixtures, furniture and trade fixtures, wheresoever located.

C. All of Debtor's inventory, including any and all goods, merchandise and other personal property (including, without limitation, goods in transit), wheresoever located, which is or may at any time be held for sale or lease, furnished under any contract of service or held as raw materials, work-in-progress, supplies or materials used or consumed in Debtor's business, and all such property the sale or other disposition of which has given rise to any account, contract right, general intangible, chattel paper, instrument or document or which has been returned to, or repossessed or stopped in transit by, Debtor.

D. All property of Debtor which is or becomes evidenced by an agreement, instrument and/or document (including, without limitation, promissory notes, stock certificates, trade acceptances, documents of title and warehouse receipts).

E. All shares, options, interests, participations of other equivalents (howsoever designated) at any time owned or held by Debtor in any sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution or entity.

F. All monies and cash equivalents owned or held by Debtor.

G. All rights and claims in or under any policy of insurance, including, but not limited to, insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, and all liability, life, key man and business interruption insurance, together with the proceeds, products, renewals and replacements thereof, including prepaid or unearned premiums.

Schedule A to Financing Statement between Channel Home Centers, Inc., as Debtor and General Electric Credit Corporation, 2777 Summer Street, Stamford, Connecticut 06905, as Secured Party.

H. All motor vehicles, trailers, tractors, trucks, rolling stock, airplanes, shipping containers, building and construction machinery and the like, whether covered by a certificate of title or not, and whether owned by or leased to or by Debtor.

I. All books and records (including, without limitation, customer lists, credit files, computer programs, print-outs and other computer materials and records) of Debtor pertaining to any of the foregoing.

J. All accessions to, substitutions for, and all replacements, products and proceeds of, the foregoing, including, without limitation, proceeds of insurance insuring any of the foregoing property of Debtor.

BOOK 313 PAGE 201

EXHIBIT A

DESCRIPTION OF PROPERTY
SITUATED IN THE 2ND TAX DISTRICT
OF
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a point on the southerly right-of-way line of RIVA ROAD (variable width) at the intersection of the easterly right-of-way line of HEARNE ROAD (60 feet wide); thence with the said southerly right-of-way line of RIVA ROAD and with the northerly outline of the aforesaid three parcels of land.

1. N 60° 01' 03" E a distance of 252.47 feet; thence
2. N 59° 45' 09" E a distance of 50.34 feet; thence
3. N 65° 43' 09" E a distance of 45.67 feet; thence leaving said southerly right-of-way line
4. S 30° 09' 24" E a distance of 6.87 feet; thence leaving the said northerly outline of the three parcels of land and continuing with the said southerly right-of-way line of RIVA ROAD and with the outline of the aforesaid RESIDUE PARCEL 'C'
5. Along the arc of a circle curving to the left, having a radius of 5781.85 feet, a chord bearing and distance of N 58° 34' 08" E 97.21 feet; respectively, an arc distance of 97.21 feet; thence leaving said southerly right-of-way line
6. S 83° 50' 23" E a distance of 39.98 feet; thence
7. Along the arc of a circle curving to the left having a radius of 792.70 feet, a chord bearing and distance of S 60° 42' 20" E 81.42 feet; respectively, an arc distance of 81.46 feet; thence
8. Along the arc of a circle curving to the left having a radius of 7,344.83 feet, a chord bearing and distance of S 64° 48' 38" E 297.69 feet; respectively, an arc distance of 297.71 feet; thence

9. Along the arc of a circle curving to the right having a radius of 7,264.83 feet, a chord bearing and distance of S 64° 49' 56" E 288.94 feet; respectively, an arc distance of 288.96 feet; thence
10. S 08° 53' 29" W a distance of 1,080.37 feet; thence
11. N 88° 28' 40" W a distance of 561.13 feet; thence
12. N 46° 56' 33" W a distance of 230.94 feet; thence
13. N 78° 13' 45" W a distance of 132.10 feet; thence
14. N 04° 25' 27" E a distance of 580.32 feet; thence
15. N 59° 50' 36" E a distance of 86.26 feet to a point on the south-westerly right-of-way line of said HEARNE ROAD; thence
16. N 50° 18' 18" E a distance of 60.00 feet to a point on the said easterly right-of-way line of HEARNE ROAD; thence binding on the said right-of-way line
17. Along the arc of a circle curving to the right having a radius of 445.00 feet, a chord bearing and distance of N 34° 55' 33" W 74.00 feet, an arc distance of 74.08 feet; thence with the said easterly right-of-way line of HEARNE ROAD
18. N 30° 09' 24" W a distance of 259.91 feet to the point of beginning.

Containing 1,088,222 square feet or 24.98214 acres of land, more or less.

To Be Recorded In ~~The Land Records~~
 And In The Chattel Records Of The
 Local Jurisdiction ~~And Among The~~
 Financing Statement Records Of ~~The~~
 State Department Of Assessments
 And Taxation

Subject To Recording Tax On
 Principal Amount Of \$130,000.00
 Which Was Paid To The Clerk Of The
 Circuit Court Of Anne Arundel
 County Maryland Upon The Filing
 Of a Deed of Trust.

FINANCING STATEMENT

(Maryland - U.C.C.-1)

1. **DEBTOR:**

IRWIN WEINBERG
DAVID A. WEINBERG
 1410 Crain Highway
 Suite 9B
 Glen Burnie, Maryland 21061

RECORD FEE 18.00
 POSTAGE .50
 MARK57 0345 R01 115:45
 JUN 12 87

2. **SECURED PARTY:**

THE FIRST NATIONAL BANK OF MARYLAND
 25 South Charles Street
 Baltimore, Maryland 21201

Attention: M. Neil Brownawell, II
 Loan Executive
 BANC 101-560

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on

the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of 1 page.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

Irwin Weinberg (SEAL)
IRWIN WEINBERG

Date: May 27, 1987

David A. Weinberg (SEAL)
DAVID A. WEINBERG

Date: May 29, 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (BRL) 6132

6132
W-01.14

EXHIBIT A

KNOWN and DESIGNATED as Units Numbered 1-B and 9-B, CHATHAM EXECUTIVE PARK, as shown on a Plat entitled, "CHATHAM EXECUTIVE PARK, a Condominium", recorded among the Condominium Plat Records of Anne Arundel County in Plat Book 25, folio 41, at Plat Number E-1241, and subject to Master Deed and By-Laws by Manor House Joint Venture, Chatham Development Corporation and Divinity Cove Service Corporation, dated July 6, 1984 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3756, folio 373.

BEING the property conveyed onto Irwin Weinberg and David A. Weinberg by Deed from Chatham Development Corporation, a body corporate of the State of Maryland, and Manor House Joint Venture, a Maryland joint venture, dated March 15, 1985 and recorded among the land records of Anne Arundel County in Liber 3867, page 615.

(4)
FINANCING STATEMENT

BETWEEN

IRWIN WEINBERG

AND

DAVID A. WEINBERG

AND

THE FIRST NATIONAL BANK
OF MARYLAND

Return to:

Guarantee Title Services, Inc.
805 Equitable Building
Towson, Maryland 21204

AT 9506

FINANCING STATEMENT

BOOK 513 PAGE 273

268017

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 15,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 Nunzio's Restaurant Management, Inc. 2029 West Street
 Annapolis, Maryland 21401

RECORD FEE 11.00
 RECORD TAX 105.00
 POSTAGE .50
 JUN 12 87

6. Secured Party Address 1832 George Avenue
 First Federal Savings & Loan Association of Annapolis Annapolis, Maryland 21401
 Attention: C. Partridge-Loan Processor
 (Type name & Title)

ue

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Nunzio's Restaurant Management, Inc.
 By Sam Medile (Seal) _____ (Seal)
 Sam Medile, President _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

11 105 50



**FIRST FEDERAL SAVINGS
& Loan Association of Annapolis**

800 513 2774

SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof.

MAIN OFFICE 2024 WEST STREET ANNAPOLIS MARYLAND 21401
ANNAPOLIS 306 6100 BALTIMORE 841 6700 WASHINGTON 203 2634

• OPERATIONS CENTER 1812 GEORGE AVENUE ANNAPOLIS MARYLAND 21401
• ANNAPOLIS 306 6100 BALTIMORE 203 1106 WASHINGTON 203 2493

FINANCING STATEMENT

68048 800 513 FILE 275

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. **FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.**
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) / Lessee Address(es)
 Dalnekoff & Mason, PA 2448 Holly Ave., Suite 301
Annapolis, MD 21401

6. Secured Party / Lessor Address
 Diversified Leasing, Inc. 2024 West Street
Annapolis, Maryland 21401
 Attention: Margaret A. Bracone
 (Type name & Title)

RECORD FEE 13.00
 POSTAGE .50
 JUN 12 87
 ul

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Dalnekoff & Mason, PA
 Debtors
 _____ (Seal)
 Barry J. Dalnekoff, President _____ (Seal)
 _____ (Seal)

Mr. Clark: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

Handwritten initials/signature

SCHEDULE A
DALNEKOFF & MASON, PA
LEASE #6153

Vendor: Joseph Stevens:

Description of work: Design, fabricate and install custom movable mahogany-faced bookcases	\$1,500.00
Wood and materials	605.65

Dalnekoff & Mason, PA	
Carpet & installation	3,067.79

Vendor: Corporate Design, Ltd.
Invoice #00401

(1) COP3060L Sec L desk (LM) rosewood w/P3000 pedestal & P0500 organizer in return	625.00
--	--------

Invoice #00420

(1) ST5462 loveseat	675.00
(2) ST5461 side arm chairs(\$410 ea.)	820.00
(1) MC-PAR34x34 parson table	249.00
(1) MC-PAN48x18 parson table	288.00

Vendor: Cintronix, Inc.
Invoice #2003

(1) sn 14663 Beltron XT	
(2) 360 KB floppy disk drives	
(1) AT style keyboard	
(1) Multi function I/O controller	
(1) Monochrome graphics adapter	
(1) Tandon 20MB fixed disk	

Invoice #2320

(1) sn 62D00697C NEC Multisync monitor	
--	--

Invoice #2320

- (2) Magnavox RGB 80 CL. monitor
- (2) sn BH8387 & BH8382 Persyst color cards
- (1) sn B112619 Everex microenhancer/EGA card

Invoice 2043

- (1) sn 6611 Beltron XT
- (2) 360 K floppy disk drives
- (1) AT style keyboard
- (1) Multi function I/O controller
- (1) Tandon 20 MB fixed disk
- (1) sn 6612 Beltron XT
- (2) 360 K floppy disk drives
- (1) AT style keyboard
- (1) Multi function I/O controller
- (1) Tandon 20 mb fixed disk
- (1) sn 6613 Beltron XT
- (2) 360 K floppy disk drives
- (1) AT style keyboard
- (1) Multi function I/O controller
- (1) Seagate 30 MB fixed disk
- (2) CRT Velets
- (2) CRT extender cables

BOOK 513 PAGE 277

Invoice #2128

- (4) 10" Centronics Centronics ribbon cable
- (1) 25" Centronics Centronics round cable
- (3) Upright CPU stands
- (1) Monitor signal cable extenders

Invoice #2367

- (1) IBM Centronics cable
- (1) 4 position device switch box

FINANCING STATEMENT

1. To be recorded in the Land Records.
2. To be recorded among the Financing Statement Records. 268049
3. Not subject to Recordation Tax. **FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.** BOOK 513 PAGE 278
4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid for: _____

5. Debtor(s) Name(s) / Lessee Address(es)

White Rocks Annapolis Assoc., 319 6th Street
 A MD Ltd. Partnership Annapolis, MD 21403

6. Secured Party / Lessor Address

Mt. Vernon Leasing, Inc., T/A Diversified Leasing 2024 West Street
 Attention: Margaret A. Bracone Annapolis, Maryland 21401
 (Type name & Title)

RECORD FEE 12.00
 POSTAGE .50
 JUN 12 1987
 ul

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

White Rocks Annapolis Assoc., A MD Ltd. Partnership
 Debtors

Dennis C. Blaeuer (Seal) _____ (Seal)
 Dennis C. Blaeuer, Gen. Partner (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
 2-2820 (3/85) 1750

SCHEDULE A
WHITE ROCKS ANNAPOLIS ASSOC., A MD LTD. PARTNERSHIP
LEASE #6145

Vendor: Acme Hoist, Inc.

1 1987 H-60/4 120,000 lbs. with jib boom \$97,700.00

Vendor: Hawk Heavy Hauler Trailers

1 1987 Hawk Road Transporter model #R-18-E-X \$24,425.00

FINANCING STATEMENT

BOOK 513 PAGE 280

288050

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) / Lessee Address(es)

Jeremy B. & Kathleen Carr
T/A All-3 Printing

1930 Lincoln Drive
Annapolis, MD 21401

RECORD FEE 13.00
POSTAGE .50
CUSTOMER'S COPY FEE \$4.48
JUN 12 87

6. Secured Party / Lessor Address
Mt. Vernon Leasing, Inc., T/A Diversified Leasing
Attention: Margaret A. Bracone
(Type name & Title)

2024 West Street
Annapolis, Maryland 21401

u

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Jeremy B. & Kathleen Carr T/A All-3 Printing

Debtors

Kathleen Carr (Seal) _____ (Seal)
Kathleen Carr (Seal) _____ (Seal)

Mr. Clerk, Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 5 above.

13.50

SCHEDULE A
JEREMY B. & KATHLEEN CARR T/A ALL-3 PRINTING
LEASE #6155

Simplified Copier Methods, Inc.:

- (1) Canon NP-8570 Copier System

sold to Diversified Leasing, Inc. from Jeremy B. & Kathleen Carr T/A All-3
Printing:

- (1) VGC Model CP-310 Platemaker, ser. 3553

268051

800 513 PAGE 252

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: May 15, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Classic Foods, Inc.

ADDRESS: 1348 B Cape St. Claire Road
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

- One Stanley Knight-Custom Prep. Table
- One Advance-Custom Box Cut & Hold Table
- One Advance-Customer Phone & Work Table
- One Hobart-P 660 Dough Mixer
- Three CTX 70-Conveyor Ovens
- One Walk in Cooler 8'W X 12"L With Refrigeration
- One S/S Three Compartment Sink
- Two S/S Hand Sinks
- One S/S Mop Sink
- One Cohart Phone System With 4 Phones 5 Lines
- Miscellaneous Supplies and Small Wares
- Plumbing Contractors
- Electrical Contractors
- Custom Counter
- Floors and Partitions
- Alarm System
- Outside sign on Building

RECORD FEE 11.00
 STAMP FEE .50
 ... 011 115:50
 JUN 12 87

ue

DEBTOR(S):
Classic Foods, Inc.
(Company Name)

BY: *John R. Roth*
John R. Roth, President

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVING BANK

BY: *John M. Crook*
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11/50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

26805

300: 513 PAGE 283

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Pizza, Inc.
Address 105 Mayo Road, Edgewater, MD 21401

2. SECURED PARTY

Name TSM Leasing, Inc.
Address 24 Frank Lloyd Wright Drive, P.O. Box 1249, Ann Arbor, MI 48106

RECORDED FEE 11-1
JUN 12 8

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(For information only, this is a lease)
The equipment described below together with all substitutions, attachments, modifications, additions, improvements, instruments and accessions now or at any time hereafter made to or incorporated in the Equipment, and all proceeds thereof, except such equipment as may be attached to or connected with the Equipment as permitted by the Lease with respect thereto without becoming subject to such Lease.

Name and address of Assignee
Manufacturers National Bank of Detroit
29201 Telegraph Rd.
2nd Floor/Regional Banking Division
Southfield, MI 48034

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

James M. Augier
(Signature of Debtor)
Chesapeake Pizza, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Cindy Smith
(Signature of Secured Party)
TSM Leasing, Inc.

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

800 513 284

DEBTOR
Chesapeake Pizza, Inc.
105 Mayo Rd.
Edgewater, MD 21401

SECURED
TSM Leasing, Inc.
24 Frank Lloyd Wright Drive
P.O. Box 1249
Ann Arbor, MI 48106

Quantity	Description (catalogue or model number)*	Serial Number
1	s/knight 8' refrigeration unit	21202
1	m/b cooler 8x10 w/f rh 10	
1	evaporator, low velocity	24003
1	compressor 3 phase	24004
2	sink adv stainless steel hand	28099
1	sinkadv three compartment 2d/b	28098
1	6' counter advance	20002
1	3' universal corner advance 3' counter w/undershelf	
1	can master 12	22310
1	phone counter top only	22252
1	ploid blue menuboard box	23014
1	ploid blue letter panel	23020
1	ploid blue photo panel	23022
1	ploid menubrd letter set blue	23023
1	set in motion translite	
	90 P20 mop sink advance	
	advance k242	
	advance 240	
	advance k244	
	advance kss 242 2'x2' s/s table	
	advance ultimate 6' cut & boxing table w/heat shelf, splash shelf	
12	dunnage rack 24x36x12	3104
10	dough dolly black	3109
8	m/w shelf 2436nk	3204
8	m/w post, 74p	3221
1	robbery prevention kit	4210
4	trash can 32 gal gray	7032
4	trash can lid 32 gal rubbermaid	7033
1	large digital clock	8071
1	cincinnati time clock	8210
1	pep kit	29000

James M. Duvigneau
Chesapeake Pizza, Inc.

Andy L Smith
TSM Leasing, Inc.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

268252

Identifying File No.

513 285

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. X

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Pizza, Inc.
Address 105 Mayo Road, Edgewater, MD 21401

2. SECURED PARTY

Name TSM Leasing, Inc.
Address 24 Frank Lloyd Wright Drive, P.O. Box 1249, Ann Arbor, MI 48106

Person And Address To Whom Statement Is To Be Returned If Different From Above

11.00
.50
JUN 12 87

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

The goods covered by this financing statement are, or are to become, fixtures on the real estate described herein and are for use in a Domino's Pizza operation.

Name and address of Assignee
Manufacturers National Bank of Detroit
29201 Telegraph Rd.
2nd Floor/Regional Banking Division
Southfield, MI 48034

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: James M. Duzigan
Chesapeake Pizza, Inc.

Signature of Debtor

Signature of Secured Party: Cindy L. Smith
TSM Leasing, Inc.

Type or Print Above Signature on Above Line

11.50

DEBTOR
Chesapeake Pizza, Inc.
105 Mayo Rd.
Edgewater, MD 21401

SECURED
TSM Leasing, Inc.
24 Frank Lloyd Wright Drive
P.O. Box 1249
Ann Arbor, MI 48106

300-513-288

<u>Quantity</u>	<u>Description (catalogue or model number)*</u>	<u>Serial Number</u>
	Plumbing, electrical wiring, alarm installed, parts for oven, condensate pump, cross brach, labor for construction of store, FRP panels, 5 5 gal. adhesive, gutter parts, paint and brushes, vent fan, plywood, white FRP board, construction of walls, celing and labor, carpentry and equipment assembly, drywall hanging, finishing and painting, FRP panels, tiles, all carpentry labor, welding, supplies, front counter construction, armstrong tile, adhesive, HVAC installation, installed telephone system, drop box, 4 corner guards, 2 wall caps, wall shelf, wall cap, rotary safe, face sign installed, sneeze guard, heat shield for tri phase, sx lite supply fan, damper, curb for fan.	

James M. Desjardis
Chesapeake Pizza, Inc.

Cindy Smith
TSM Leasing, Inc.

STATE OF MARYLAND

300 513 287

FINANCING STATEMENT FORM UCC-1 268051 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Pizza, Inc.

Address 105 Mayo Road, Edgewater, MD 21401

2. SECURED PARTY

Name TSM Leasing, Inc.

Address 24 Frank Lloyd Wright Drive, P.O. Box 1249, Ann Arbor, MI 48106

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See attached for Chattal Mortgage

Name and address of Assignee
Manufacturers National Bank of Detroit
29201 Telegraph Rd.
2nd Floor/Regional Banking Division
Southfield, MI 48034

RECORD FEE 13.00
POSTAGE .50
JUN 12 1987 11:56 AM

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) *ve*

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James M. Ruggier
(Signature of Debtor)

Chesapeake Pizza, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cindy L Smith

(Signature of Secured Party)
TSM Leasing, Inc.

Type or Print Above Signature on Above Line

12-50

APR 6 1987

BILL OF SALE

This Bill of Sale concerns the sale of equipment, supplies, and leasehold improvements ("equipment") of Domino's Pizza store # _____ located at 105 Mayo Rd., Edgewater, MD 21401

by _____ of _____

In consideration of the sum of \$ 40,000.00 (Forty thousand & 00/100), paid by TSM Leasing, Inc., receipt of which is acknowledged, the undersigned, as seller, by delivery of this instrument transfers all of its rights, title and interest in and to the following equipment to TSM Leasing, Inc., 24 Frank Lloyd Wright Dr., Ann Arbor, MI 48105.

Quantity	Description	Serial Number
----------	-------------	---------------

Please see attached Schedule B

The undersigned warrants that it has good title to the foregoing equipment, subject to no lien, encumbrance or other interest, and that it has no knowledge of any material defect in such equipment which makes the equipment unfit for use such as is ordinarily made of such equipment.

Executed and delivered this 2 day of APRIL, 1986.

Chesapeake Domino's Pizza, Inc.
Seller

By James M. Quigley
Its PRESIDENT

Accepted this 23rd day of April, 1986.

TSM Leasing, Inc.
Buyer

By Donald C. Capron
Its Vice President

Book 513 pg 288A

SCHEDULE B

This schedule is incorporated by reference into the Sales and Security Agreement numbered _____ between TSM Leasing, Inc. as Seller and _____ as Buyer and dated _____.

(Please leave blank space to fill in)
Serial Number

Quantity	Description (catalogue or model number)*	Serial Number
	Plumbing, electrical wiring, alarm installed, parts for oven, condensate pump, cross brach, labor for construction of store, FRP panels, 55 gal. adhesive, gutter parts, paint and brushes, vent fan, plywood, white FRP board, construction of walls, ceiling and labor, carpentry and equipment assembly, drywall hanging, finishing and painting, FRP panels, tiles, all carpentry labor, welding, supplies, front counter construction, armstrong tile, adhesive, HVAC installation, installed telephone system, drop box, 4 corner guards, 2 wall caps, wall shelf, wall cap, rotary safe, face sign installed, sneeze guard, heat shield for tri phase, sx lite supply fan, damper, curb for fan.	

Signed: James M. Dingman

*DO NOT ABBREVIATE DESCRIPTION: GIVE COMPLETE INFORMATION

STATE OF MARYLAND

BOOK 513 PAGE 289

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 443805

RECORDED IN LIBER 430 FOLIO p. 683 ON December 24, 1989 (DATE)

1. DEBTOR

Name Bowie State College

Address Bowie, MD 20715

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive, #225, McLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 15, 1989

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: center;">0259-18</p> <p>ASSIGNEE: Ford Motor Credit Company The American Road Dearborn, MI 48121-1729</p> <p>*See collateral listed on original financing statement.</p>	

Dated _____

MUNICIPAL LEASING CORPORATION

(Signature of Secured Party)

Melvin G. [Signature]

Type or Print Above Name on Above Line

1650



**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE**
FORM NO. 207-126 Rev. 2-84

300* 513 290

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 258828 recorded in
Liber 490, Folio 463 on 10/10/85 at Anne Arundel County
Date Location

1. DEBTOR(S):
Name(s) Hardin-Huber, Inc.
Address(es) 1230 Cronson Blvd., Crofton, Md. 21114

2. SECURED PARTY:
Name Maryland National Bank
Address P. O. Box 871
Annapolis, Md. 21404

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

10.00
.50
501 715159
JUN 12 81
CK

9. SIGNATURES.

_____	SECURED PARTY
_____	Maryland National Bank
_____	By <u>Jane C. Phillips</u>
_____	Jane C. Phillips, Assistant Vice-Pres.
	(Type, Name and Title)

DEBTOR(S)
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

10 50

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE** 513 PAGE 291
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 257354 recorded in
Liber 486, Folio 560 on 7/19/85 at Anne Arundel County Location

1. DEBTOR(S):

Name(s) Hardin-Huber, Inc.
Address(es) 7890 Solley Rd., Glen Burnie, Md. 21061

2. SECURED PARTY:

Name Maryland National Bank
Address P. O. Box 871
Annapolis, Md. 21404

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.
4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By Jane C. Phillips

Jane C. Phillips, Assistant Vice-Pres.
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

15 50

10.00
50
JUN 12 11:59 AM '87
CK

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE**
FORM NO. 207-126 Rev. 2-84

513 PAGE 292

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code
This Statement refers to original Financing Statement, Identifying File No. 255134 recorded in
Liber 481, Folio 251 on 1/7/85 at Anne Arundel County
Date Location

1. DEBTOR(S):

Name(s) Hardin-Huber, Inc.
Address(es) 7890 Solley Road, Glen Burnie, Md. 21061

2. SECURED PARTY:

Name Maryland National Bank
Address P. O. Box 871
Annapolis, Md. 21404

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By Jane C. Phillips
Jane C. Phillips, Assistant Vice-Pres.
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

10.00
.50
101 116:00
JUN 12 87
CK

15.50

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT 800P 513 PAGE 293
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
 This Statement refers to original Financing Statement, Identifying File No. 257984 recorded in
 Liber 488, Folio 348 on 8/9/85 at Anne Arundel County
Date Location

1. DEBTOR(S):
 Name(s) Hardin-Huber, Inc.
 Address(es) 1230 Cronson Blvd., Crofton, Md. 21114

2. SECURED PARTY:
 Name Maryland National Bank
 Address P. O. Box 871, Annapolis, Md. 21404

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

10.00
 .50
 115100
 JUN 12 87
 CK

9. SIGNATURES.

SECURED PARTY
Maryland National Bank
 By Jane C. Phillips
Jane C. Phillips, Assistant Vice-Pres.
 (Type, Name and Title)

DEBTOR(S)
 (Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

1550

Lender or Assignee Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
 TWYO, INC. t/a
 STEAMBOAT LANDING RESTAURANT
(Name)
 4851 RIVERSIDE DRIVE
(Address)
 GALESVILLE, MARYLAND 20765

SECURED PARTY (OR ASSIGNEE)
 THE FIRST NATIONAL BANK OF MARYLAND
 Attn: LINDA L. SNELL
(Name of Loan Officer)
 14700 MAIN STREET
(Address)
 UPPER MARLBORO, MARYLAND 20772

This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

ALL ASSETS:

ALL MACHINERY, EQUIPMENT, FURNITURE, FIXTURES, AND ALL OTHER PERSONAL PROPERTY INCLUDING BUT NOT LIMITED TO, ANY LEASEHOLD INTERESTS THEREIN, AND ALL RIGHTS, REPLACEMENT PARTS, AND ANNEXATIONS THERETO, NOW OWNED OR HEREAFTER ACQUIRED. ALL INVENTORY WHEREEVER LOCATED, NOW OWNED AND/OR HEREAFTER ACQUIRED, PROCESSED OR PRODUCED, INCLUDING, BUT NOT LIMITED TO, ALL RAW MATERIALS, PARTS, CONTAINERS, WARE IN PROCESS, FINISHED GOODS, WARES AND MERCHANDISE. ALL PRESENT AND FUTURE ACCOUNTS, INSTRUMENTS, CHATTEL PAPER, CONTRACTS, CONTRACT RIGHTS, ACCOUNTS RECEIVABLE, TAC REFUNDS, NOTES, NOTES RECEIVABLE, DRAFTS, ACCEPTANCES, DOCUMENTS, GENERAL INTANGIBLES, AND OTHER CHOSES IN ACTION, INCLUDING INSURANCE PROCEEDS AND PRODUCTS THEREOF.

RECORDED FEE 12.00
 SERVICE FEE .50
 03376 0395 901 115:59
 JUN 12 87

ul

The collateral property (affixed or to be affixed to, or is or is to be crops, grower's or timber to be cut from, or minerals on the site) and accounts relating from the sale thereof) to be extracted from the following real estate:

Report Owner, if different from the Debtor _____

Products of the collateral are also specifically covered

File Clerk Mail instrument to Secured Party named approval Assignee Party at the address stated

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)

James E. Francis
(Signature)
 James E. Francis
(Print or Type Name)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

17.50

268057

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 498 Page No. 391
Identification No. 262111 Dated 6/2/86

ANNE ARUNDEL COUNTY, MARYLAND

1. Debtor(s) { Vernon Snyder t/a Snyder's Willow Grove, Inc.
Name or Names--Print or Type
841 N. Hammonds Ferry Rd., Linthicum, AA Co. Md 21090
Address--Street No., City - County State Zip Code

2. Secured Party { Atlantic Equipment Company
Name or Names--Print or Type
4511 Harford Road, Balto. City, MD 21214-3193
Address--Street No., City - County State Zip Code

3. Maturity Date (if any) none

4. Check Applicable Statement:

10:00
50
33 036 401 114:02
JUN 12 87
CK

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination of Contract No. 2043-86-CE - Paid in Full</p>

Dated: 5/22/87

Atlantic Equipment Company
Name of Secured Party
Allan Greenberg
Signature of Secured Party
Allan Greenberg, Exec. V. P.
Type or Print (Include Title if Company)

16.50

268058

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Officer Date Time No Filing Office

MICHAEL KEITH NEILSON
MARSHA LEE NEILSON
LOT 76 7959 TELEGRAPH RD
SEVERN MD 21144

GREEN TREE ACCEPTANCE INC.
2700 ORITE BLVD # 2045
WOODBRIDGE VA 22191

REGISTRATION FEE 12.00
POSTAGE .50

5 This Financing Statement covers the following types (or items) of property

1997 LIBERTY CLEK DAK
30 X 14 SERIAL # 08-1-29088
VAND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND
APPURTANANCES THEREIN AND THEREON, INCLUDING BUT NOT
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
PRODUCTS OF THE COLLATERAL ARE ALSO COVERED

6 Assignee(s) of Secured Party and Address(es)
16405
JUN 12 87
we

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The timber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

No & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

MICHAEL KEITH NEILSON

MARSHA LEE NEILSON

GREEN TREE ACCEPTANCE INC.

By *Michael Keith Neilson / *Marsha Lee Neilson

Isabel Manfredi

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

300 513 PAGE 207
Identifying File No. 268059

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nevamar Corporation
Address 8339 Telegraph Rd. Odenton, MD 21113

2. SECURED PARTY

Name Unisys Finance Corporation
Address 3011 W. Grand Blvd. Ste 1212, Detroit, MI 48202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment consisting of "see schedule 01 & 02 attached hereof and made apart hereof, and all accessories, additions, and attachments now and hereafter attached thereto.

Name and address of Assignee
RECORD FEE 17.00
FILING FEE .50
UNISYS 0777 MI 114-06
JUN 12 87

ul

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
Type or Print Above Signature on Above Line

1750

SCHEDULE A
EQUIPMENT DESCRIPTION

Page 1 of 2

BOOK 513 PAGE 298

<u>Quantity</u>	<u>Style</u>	<u>Description of Units of Equipment</u>	<u>Serial Number (if available)</u>
1	A9DX	System	
1	A9 CP	Central Processor	
1	A9 MLE	MLI Interface Exp.	
1	A9 MEM	Memory Cabinet	
1	A9MB	Memory Base	
2	A9IOX	IO Cabinet & DLP Base	
1	I02	I02 Power Cable	
1	I03	I03 Power Cable	
2	A9BIX	IO Base Increment	
2	A9 ODT	ODT	
1	A341-90	Operator Console	
1	A9MI	6MB Memory Increment	
1	A110-90	C/R DLP	
2	A304-91	Disk DLP	
1	A378-5	NSP IV	
1	A378-2	256KB NSP Memory	
3	A378-1	LSP	
5	A378-3	Quad Line Apt. II	
1	B9389	Dual Storage Controller	
1	B9389	Dual String Controller	
3	B9494-12	868MB Disk	
14	A369-12	TDI Connector	
6	A369-10	RS232 Connector	
1	A304-94	SMD DLP	
1	MD4-2	245MB Disk Drive	
1	CB6		
1	CB401		
1	CB621		
1	CB6		
1	CB401		
1	CB524		
2	CB175		
2	CB753		
1	CB524		
4	CB723		
2	CB108		
2	CB107		
1	1MC3		

SCHEDULE A
EQUIPMENT DESCRIPTION

Page 2 of 2

BOOK 513 PAGE 299

<u>Quantity</u>	<u>Style</u>	<u>Description of Units of Equipment</u>	<u>Serial Number (if available)</u>
1	A9PF1	Business Found Includ.	
1	A9PFB	Mfg. Data Base	
1	A9PFA	Systems Sup. Fa.	
1	A9PFD	Inventory	
1	E9116	300 CPM Reader	156537151

BURROUGHS FINANCE CORPORATION

BY: _____
TITLE: _____
DATE: _____

LESSEE:

Nevamar Corporation

BY: Charles L. Fisher
TITLE: V.P. Finance
DATE: 12/27/85

SCHEDULE 7
EQUIPMENT DESCRIPTION

BOOK 513 PAGE 300

<u>Quantity</u>	<u>Style</u>	<u>Description of Units of Equipment</u>	<u>Serial Number (if available)</u>
1	A9DX	System	
1	A9ASD	System Software Include:	
1	A9AS	MCP AX	
1	A9ALG	ALGOL Compiler	
1	A9ALX	DC ALGOL Compiler	
1	A9BND	Program Binder	
1	A9AMD	Microcode A9AS	
1	A9SMS	SMF II Site Mgmt.	
1	A9UTL	Utilities	
1	A9WFL	Workflow	
1	A9XAN	Cross Ref. Symb.	
1	A9DCS	Data Comm Software Inc.	
1	A9IDC	Interactive Data Comm	
1	A9NDL	Network Def. Lang.	
1	A9NSF	NSF/LSP Firmware	
1	A9CDE	CANDE	
1	A9C74	COBOL 74	
1	A9COT	Comm Mgmt. System	
1	A9DM2	DMS II	
1	A9DBA	Data Base Analyzer	
1	A9DDM	Data Base Monitor	
1	A9ERG	Ergo	
1	A9RPS	Reporter III	
1	A9ORB	On Line Reporter	
1	A9EDD	Advanced Data Dict.	
1	A9SDF	Screen Design Pac.	
1	A9RMP	Reprints	
1	A9SRT	Sort Utility	
1	A9DME	Data Aid	
1	A9DMC	DM Certification	
1	A9MRC	Memo Assisted Resource Control	
1	A9LOG	Log Processing	

BURROUGHS FINANCE CORPORATION

BY: _____
TITLE: _____
DATE: _____

LESSEE:

Nevamar Corporation

BY: _____
TITLE: V.P. Finance
DATE: 12/27/85

268060

BOOK 513 PAGE 301

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1 Debtor(s) (Last Name, First) and address(es)
Parks, Sam
681 Bayard St.
Lothian, Maryland
Anne Arundale 20711

2. Secured Party(ies) and address(es)
Gibson Farm Equip., Inc.
Rt 313
Ingleside, MD 21644

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

1 Used Ac 7030 Tractor & Attachments serial # 1420

5. Assignee(s) of Secured Party and Address(es)

Allis Chalmers Corp.
P.O. Box 185
Wayne, NJ 07470

FILED 10.00
FEE .50
MAR 26 10 09 AM '87
4764-37

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No of additional Sheets presented:

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date March 26 19 87

By: Kerry Cooper, Mgr.
(Signature of Secured Party or Assignee at record. Not Valid Until Signed.)

(3) Filing Officer Copy-Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement (For Use in Most States)

268061

BOOK 513 PAGE 302

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Manning, Gerard J. Manning, Kathleen M. 651 Ranger Ct. Davidsonville, MD 21035	2. Secured Party(ies) and address(es) Avon Park South Associates Limited Partnership 35 Tower Lane - P. O. Box 716 Avon, CT 06001 Attn: S. Molinari, Esq.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 MAR402 CT77 R01 T09406 JUN 15 87 CK
4. This statement refers to original Financing Statement bearing File No. <u>30971</u> <u>504-184</u> Filed with <u>Anne Arundel County, MD</u> Date Filed <u>October 20</u> 19 <u>86</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Advest Credit Corporation One Commerical Plaza 280 Trumbull Street Hartford, CT 06103 Attn: L. Keenan		

No. of additional Sheets presented:
Avon Park South Assoc. L.P.

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: [Signature] Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

268062

BOOK 513 PAGE 303

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Manning Gerard J. Manning, Kathleen M. 651 Ranger Ct. Davidsonville, MD 21035	2. Secured Party(ies) and address(es) The Banking Center 60 North Main Street Waterbury, CT 06702	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	--	---

RECORD FEE 10.00
 POSTAGE .50
 118403 077 801 TOP 07
 JUN 15 87
 CK

4. This statement refers to original Financing Statement bearing File No. 30971
 Filed with Anne Arundel County, MD Date Filed October 20 1986

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Avon Park South Associates
 Limited Partnership
 35 Tower Lane - P.O. Box 716
 Avon, CT 06001
 Attn: S. Molinari, Esq.

No. of additional Sheets presented: _____

The Banking Center

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

268063

BOOK 513 PAGE 304

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 51738

RECORDED IN LIBER _____ FOLIO _____ ON Feb 10, 1987 (DATE) 08-122

1. DEBTOR

Name Honda of Annapolis

Address 1736 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name The Reynolds + Reynolds Co.

Address P.O. Box 2608, Dayton, OH 45401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
STAMP .50
JUN 15 87
CK

Dated March 16, 1987

The Reynolds + Reynolds Co.

Jenny Clawson
(Signature of Secured Party)

Jenny Clawson
Asst. Mgr., Cont. Adm.
Type or Print Above Name on Above Line

268064

BOOK 513 PAGE 305

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Gould Inc. Chesapeake Instruments Div. 6711 Bay Meadows Drive Glen Burnie, MD. 21061.	2. Secured Party(ies) Name(s) and Address(es): Long Island Trust Company N.A. Industrial Finance Department 11 Broadway Hicksville, N.Y. 11801.	4. For Filing Officer Date, Time, No. Filing Office	

RECORD FEE 10.00
 POSTAGE .50
 #18406 0711 001 709:15
 10/15/81
 CK

5. This statement refers to original Financing Statement No. 07402-C345-R01 filed (date) 10/20/81 with Anne Arundell Co.

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records Section Block L 443 Lot F 121

By _____ Signature(s) of Debtor(s) (only on amendment)
 By _____ LONG ISLAND TRUST COMPANY, N.A. _____
 (Signature(s) of Secured Party(ies))

STATE OF MARYLAND

BOOK 513 PAGE 306

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 32339

RECORDED IN LIBER _____ FOLIO _____ ON 9/29/86 (DATE) 10-28-86 204-483

1. DEBTOR

Name HEARTH & HOME DIST., INC.
Address 10305 GUILFORD RD., ANNAPOLIS, MD 21045

2. SECURED PARTY

Name MAI BASIC FOUR, INC.
Address P. O. BOX C-11921
SANTA ANA, CA 92711

RECORD FEE 10.00
POSTAGE .50
218437-377 R01 TOP#19
JUN 15 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CK

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>TERMINATION THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.</p>	

Dated _____

(Signature of Secured Party)
MAI BASIC FOUR, INC., JENAN WILHELM,
MGR. CREDIT & COLLECTIONS

Type or Print Above Name on Above Line

1030

STATE OF MARYLAND

BOOK 513 PAGE 307

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260907

RECORDED IN LIBER 496 FOLIO 83 ON 3/19/86 (DATE)

1. DEBTOR

Name FERGUSON TRENCHING CO.

Address 123 REVELL HIGHWAY, ANNAPOLIS, MD & 21401

2. SECURED PARTY

Name MAI BASIC FOUR, INC.

Address P. O. BOX C-11921

SANTA ANA, CA 92711

Person And Address To Whom Statement Is To Be Returned If Different From Above.

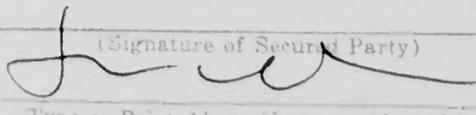
RECORD FEE 10.00
POSTAGE .50
MAY 15 1986
CK

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>
	<p>TERMINATION</p> <p>THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.</p>	

MAI BASIC FOUR, INC., JENAN WILHELM,
MGR. CREDIT & COLLECTIONS

Dated _____


(Signature of Secured Party)

Type or Print Above Name on Above Line

1030

BOOK 513 PAGE 308

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) BACHARD, STEPHEN E. 501 POWELL DRIVE SAEFERN ANNAPOLIS, MD 21401	2. Secured Party(ies) and address(es) FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY 777 SAN MARIN DRIVE NOVATO, CA 94988	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. 49096 <u>470-559</u> Filed with <u>CIRCUIT COURT CLERK</u> Date Filed <u>FEBRUARY 14,</u> 19 <u>84</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

RECORD FEE 10.00
 POSTAGE .50
 JUN 15 87

500 GRANT STREET
 FIREMAN'S FUND INSURANCE COMPANY
 By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: _____ Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

BOOK 513 PAGE 309

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
MCENEANEY, JAMES F.
852 COACHWAY
ANNAPOLIS, MD 21401

2. Secured Party(ies) and address(es)
FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
777 SAN MARIN DRIVE
NOVATO, CA 94988

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 235440 471-185
Filed with Circuit Court Clerk Date Filed Jan. 9, 19 84

RECORD FEE 10.00
POSTAGE .50
HIDALGO DISTRICT TOP:24
JUN 15 87
CR

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

500 GRANT STREET

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

FIREMAN'S FUND INSURANCE COMPANY
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

RECORDING TAXES BASED ON 1,800,000 PAID AT THE TIME OF RECORDING 1,800,000 MORTGAGE IN LAND RECORDS. BOOK-4358 PG 40

ANNE ARUNDEL COUNTY

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 268065

8007 513 PAGE 310 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$1,800,000

If this statement is to be recorded in land records check here. [X]

This financing statement Dated April 28, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MORRELL DEVELOPMENT, INC. Address 1264 FENWICK GARTH, ARNOLD, MARYLAND 21012

2. SECURED PARTY

Name CHASE LINCOLN FIRST BANK, N.A. Address ONE LINCOLN FIRST SQUARE ROCHESTER, NEW YORK 14643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDING FEE 17.00 POSTAGE .50 TOTAL \$17.50 JUN 15 87

3. Maturity date of obligation (if any) May 1, 1997

4. This financing statement covers the following types (or items) of property: (list)

See Additional Sheet "A" attached hereto.

Name and address of Assignee

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) ... [X] (If collateral is goods which are or are to become fixtures) ... [X] (Proceeds of collateral are also covered) [] (Products of collateral are also covered)

Signature of Debtor

MORRELL DEVELOPMENT, INC. Type or Print Above Name on Above Line

By: KENNETH F. MORRELL President Signature of Debtor

Signature of Secured Party

By: CHASE LINCOLN FIRST BANK, N.A. Type or Print Above Signature on Above Line

By: Thomas R. Ecker, Vice President

INFOSEARCH, INC. P.O. Box 1110 Albany, NY 12201

1569574

ADDITIONAL SHEET "A" ATTACHED TO UCC-1 FINANCING STATEMENT EXECUTED BY MORRELL DEVELOPMENT, INC., AS DEBTOR, AND CHASE LINCOLN FIRST BANK, N.A., AS SECURED PARTY, DATED AS OF APRIL 1, 1987

This Financing Statement covers the following types (or items) of property:

A. All of the right, title and interest of Debtor in and to all machinery, apparatus, equipment, fittings, fixtures and articles of personal property installed in, attached to or used or useable in connection with the present or future use of the real estate located on Route 178 (Generals Highway) in Anne Arundel County, Maryland, which is more particularly bounded and described in Additional Sheet "B" attached hereto (the "Premises"), or the present or future operation or maintenance of the buildings, structures or other improvements now or hereafter erected on the Premises (collectively, the "Improvements"), whether now owned or hereafter acquired by Borrower, including, but not limited to, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, exhaust and heater fans, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors (which machinery, apparatus, equipment, fittings, fixtures and articles of personal property, all replacements thereof, substitutions therefor and additions thereto, together with the proceeds thereof, are hereafter collectively referred to as the "Equipment");

B. All awards heretofore made and hereafter to be made by reason of a taking or condemnation affecting the Premises, the Improvements, the Equipment or any part thereof by competent authority as a result of the exercise of the power of eminent domain, including, but not limited to, any awards or payments for use and

occupation or for change of grade of streets, together with any and all claims of Debtor with respect thereto;

C. All insurance proceeds heretofore paid and hereafter to be paid by reason of any loss or damage to the Improvements, the Equipment or any part thereof by fire, flood or other casualty, together with any and all claims of Debtor with respect thereto; and

D. All of the right, title and interest of Debtor in and to all leases, subleases, tenancies, subtenancies and occupancies now or hereafter affecting the Premises, the Improvements or any part thereof and all amendments, modifications, extensions and renewals thereof (collectively, the "Assigned Leases"), together with (1) all of the rents, issues and profits which may be or become due, or to which Debtor may now or hereafter become entitled, arising or issuing out of the Assigned Leases or from or out of the Premises, the Improvements or any part thereof and (2) all insurance proceeds heretofore paid and hereafter to be paid by reason of any loss of income from the Premises, the Improvements or any part thereof, including, but not limited to, any use or occupancy loss, business interruption or interruption of rental payments under the Assigned Leases or any part thereof, together with any and all claims of Debtor with respect thereto.

This Financing Statement is being given in order to perfect a security interest in the above types (or items) of property created by a certain Mortgage, Assignment of Leases and Rents and Security Agreement made by Debtor to Secured Party covering the Premises, which mortgage is dated as of April 1, 1987 and is intended to be recorded among the Land Records of Anne Arundel County, Maryland simultaneously with the filing of this Financing Statement to secure the payment of an indebtedness of Debtor to Secured Party in the principal amount of \$1,800,000.

ADDITIONAL SHEET "B" ATTACHED TO UCC-1 FINANCING
STATEMENT EXECUTED BY MORRELL DEVELOPMENT, INC.,
AS DEBTOR, AND CHASE LINCOLN FIRST BANK, N.A., AS
SECURED PARTY, DATED AS OF APRIL 1, 1987

Description of Premises

All that certain lot, piece or parcel of land
situated, lying and being in Anne Arundel County, State of
Maryland, being further described as follows:

Being known and designated as Lots 2 and 3 as
shown on the Plat entitled "Revised Plat of Route 178
Industrial Park", which Plat is recorded among the Plat
Records of Anne Arundel County, Maryland, in Plat Book 73,
Page 17.

BOOK 513 PAGE 314

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Gold, Ira A. 521 Bonifant Road Silver Spring, MD 20904	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker St. Millburn, NJ 07041	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	--	---

RECORD FEE 10.00
 POSTAGE .50
 JUN 15 1987
 CK

4. This statement refers to original Financing Statement bearing File No. 455-480
 Filed with Anne Arundel Date Filed 11-9 1982

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented: _____

 By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Berkeley Federal Savings & Loan Association

 By: *[Signature]*
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

STATE OF MARYLAND

BOOK 513 PAGE 315

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 05240

RECORDED IN LIBER C777 FOLIO RO 2 ON November 7, 1985 (DATE) 491-290

1. DEBTOR

Name Lerman Lock & Safe

Address Odenton Shopping Center, Odenton MD 21113

2. SECURED PARTY

Name Sogelease Corporation

Address 50 Rockefeller Plaza

New York, New York 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

TERMINATION

A/C 400040

RECORD FEE 10.00
LIBRARY C777 R01 T09E44
JUN 15 87

CK

Dated 05/19/87

MR. [Signature]
(Signature of Secured Party)

Sogelease Corporation
Type or Print Above Name on Above Line

STATE OF MARYLAND

268066

800 513 PAGE 310

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. CC-00453
C237R02

RECORDED IN LIBER CC FOLIO _____ ON 6/4/82 (DATE)

450-324

1. DEBTOR

Name Spaceways Sound, Inc.

Address 2021 West St. Annapolis, MD 21401

2. SECURED PARTY

Name Alpine Electronics of America, Inc.

Address PO Box 2859 Torrance, CA 90509

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
JUN 15 1987
CK

Dated May, 13 1987

L. Lopez DFS/DP
(Signature of Secured Party)
Alpine Electronics of America, Inc.
Type or Print Above Name on Above Line

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements. File Number 16999 C 777 Dated 7/23/86 31-34

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Alexandria Physician's Group Ltd.
8101 Hinson Farm Road
Alexandria, Virginia 22306

Check the box indicating the kind of statement. Check only one box.

() ORIGINAL FINANCING STATEMENT
() CONTINUATION-ORIGINAL STILL EFFECTIVE
() AMENDMENT
() ASSIGNMENT
() PARTIAL RELEASE OF COLLATERAL
(X) TERMINATION

SEARCH FEE 10.00
FILING FEE .50
RECORDED OCT 01 10 46 AM '87
CK

Name & address of Secured Party

Central Fidelity Bank
8117 Leesburg Pike
Vienna, Virginia 22180

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement All equipment, machinery, and fixtures of Debtor, including but not limited to all automotive equipment, motor vehicles, fixtures, furniture, parts, tools, dies, accessories, attachments, supplies, substitutions, additions, accessions, and replacements thereto, now owned or hereafter acquired, which collateral is hereinafter collectively referred to as "Equipment." The aforementioned collateral will be located at 2005 West Street, Annapolis, Maryland 21401. The name of the company is One to One Personal Medical Care, P.C.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Central Fidelity Bank
Marc A. Herbst 5/15/87
Signature of Secured Party if applicable (Date)
Marc A. Herbst, Assistant Vice President

COM 130 (ORIG. 8/82)

Filed with: Clerk of Anne Arundel (Maryland) Circuit Court

10-50

STATE OF MARYLAND

BOOK 513 PAGE 318

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER _____ FOLIO _____ ON 10/25/79 (DATE) 420-127
AT CLERK OF COURT OF ANNE ARUNDEL

1. DEBTOR

Name THE FITNESS CORP. OF AMERICA
Address 170 PENROD COURT, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name Decision Data Computer Corporation
Address 400 Horsham Road, Horsham, PA 19044-0992

RECORD FEE 10.00
POSTAGE .50
113431 OCT 30 109:41
JAN 15 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CK

3. Maturity date of obligation (if any) NOT AVAILABLE

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION XX
(Indicate whether amendment, termination, etc.)

Dated 4/2/87

Howard Bernard, Sr. V.P.

(Signature of Secured Party)
HOWARD BERNARD, SR. V.P.
Decision Data Computer Corporation
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 513 PAGE 319

268068

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 03934 (COUNTY)

RECORDED IN LIBER _____ FOLIO _____ ON _____ (DATE) 510-436

1. DEBTOR

Name JORDAN, WAYNE C. dba RAMSEY MUSIC
Address 161 WEST STREET, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name YAMAHA INTERNATIONAL CORPORATION
Address P.O. BOX 6600, BUENA PARK, CA 90622

RECORD FEE 10.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

1987 JUN 15 10 09 AM '87

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Yamaha tennis equipment, skis, archery equipment, golf equipment, tennis shoes manufactured under the name of Asahi, pianos and organs, various musical instruments, including Everett pianos and/or benches, and such other products as may be distributed by Yamaha International Corporation, its subsidiaries and affiliates, wherever located, whether now owned or hereafter acquired, and includes all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions, all other goods used or intended to be used in conjunction therewith.

Yamaha Music Corporation, USA
6600 Orangethorpe Ave.
P.O. Box 6600
Buena Park, CA 90622-6600

OK

RAMSEY MUSIC

Dated 4-28-87

YAMAHA INTERNATIONAL CORPORATION

(Signature of Secured Party)

R. SHAGAN

Type or Print Above Name on Above Line

1050

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

L.B. Smith, Inc.
Baltimore-Washington Express
way & Dorsey Road
Hanover, Maryland 21076

2. Secured Party(ies) and address(es)

Harnischfeger Corporation
13400 Bishops Lane
Brookfield, Wisconsin
53005

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
TOTAL FEE 10.50
JUN 15 1987

4. This statement refers to original Financing Statement bearing File No. 62938143 506-124
Filed with Clerk of Circuit Courts - Ann Arundel County 11-12-1986

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

OM20/71499

RECORD FEE 10.00
POSTAGE .50
TOTAL FEE 10.50
JUN 15 1987

No. of additional Sheets presented:

L. B. SMITH, INC.

HARNISCHEEGER CORPORATION

By: *[Signature]*
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257714

RECORDED IN LIBER 487 FOLIO 474 ON July 29, 1985 (DATE)

126709
35

1. DEBTOR

Name Forest-Gemini Limited Partnership

Address 1419 Forest Drive, Annapolis, Maryland 21403

2. SECURED PARTY

Name Provident Bank of Maryland

Address 114 East Lexington Street

Baltimore, Maryland 21202 ATTN: Patrick G. Tehan

Person And Address To Whom Statement Is To Be Returned If Different From Above. SEE BELOW

3. Maturity date of obligation (if any) _____

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

1650

CHECK [] FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Amendment</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) See Exhibit A attached hereto and made a part hereof.</p>

CK

TO THE FILING OFFICER:

After this statement has been recorded, please mail to Beverly J. Cihan, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

Dated June 11, 1987

PROVIDENT BANK OF MARYLAND

Patrick G. Tehan
(Signature of Secured Party)

PATRICK G. TEHAN
Type or Print Above Name on Above Line

Additional Signature Page Attached

14/0



Additional Signature Page to Amendment of Financing Statement.

Debtor:

FOREST-GEMINI LIMITED PARTNERSHIP,
a Maryland limited partnership

By: CIP, INC., General Partner

By: Robert Libson (SEAL)
Robert Libson, President

By: BINC, INC., General Partner

By: Charles C. Baum (SEAL)
Charles C. Baum, JAMES R. SHAPIRO
Vice President

By: UNITED IRON & METAL CO., INC.

By: James R. Shapiro (SEAL)
James R. Shapiro,
Vice President

EXHIBIT A

The Financing Statement is hereby amended as follows:

1) The Deed of Trust, Assignment of Rents and Security Agreement; the Assignment and Security Agreement; and the related loan documents referenced in the Financing Statement have been amended pursuant to a Deed of Trust and Loan Document Modification Agreement of even date herewith and recorded or intended to be recorded in the Land Records of Anne Arundel County, Maryland.

2) The Bond referenced in the Financing Statement has been amended by a First Bond Addendum of even date herewith.

AAFC
Financing Statement Records

513 324 268070

U

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 487 FOLIO 481 ON July 29, 1985 (DATE)

126709A

1. DEBTOR
Name City of Annapolis
Address _____

2. SECURED PARTY
Name Provident Bank of Maryland
Address 114 East Lexington Street

Baltimore, Maryland 21202 ATTN: Patrick G. Tehan
Person And Address To Whom Statement Is To Be Returned If Different From Above. SEE BELOW

3. Maturity date of obligation (if any) _____

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

11-50

CHECK [] FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Amendment</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) See Exhibit A attached hereto and made apart hereof.</p>

CK

Debtor:
CITY OF ANNAPOLIS

Dated: June 11, 1987 By: [Signature]
Thomas Cella Han, Mayor

Secured Party:
PROVIDENT BANK OF MARYLAND
Dated: June 11, 1987 By: [Signature]
PATRICK G. TEHAN (Name)
ASST. VICE PRESIDENT (Title)

TO THE FILING OFFICER: After this statement has been recorded, please mail to Beverly J. Cihan, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

1100
10

EXHIBIT A

The Financing Statement is hereby amended as follows:

1) The Loan Agreement; the Promissory Note; the Deed of Trust, Assignment of Rents and Security Agreement; the Assignment of Rents and Leases and the Assignment and Security Agreement and the related loan documents referenced in the Financing Statement have been amended pursuant to a Deed of Trust and Loan Document Modification Agreement of even date herewith and recorded or intended to be recorded in the Land Records of Anne Arundel County, Maryland.

2) The Bond referenced in the Financing Statement has been amended by a First Bond Addendum of even date herewith.

AAC Co
5/26/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 1/29/85, Schedule # 09, dated 12/3/85 between Assignor as Lessor and Lease Account # 058921 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

- 1 (one) Electronic Total Station Model Top Con GTS3 S/N H90738

RECORDED 11.00
 INDEXED .50
 JUN 15 87
 w

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not Subject to Recordation
Tax - Equipment Lease*

STV 09

268072

513 REC 326

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B: 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 1/29/85, Schedule # 10, dated 12/3/85 between Assignor as Lessor and Lease Account # 058921 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

- 4 (four) Televideo #955 Terminals
S/N's D85101-356A, D85101-386A, D85101-375A,
D85101-394A

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III.; Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto, V.P.
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not Subject to Recordation
Tax Equipment Lease*

STV 10

REC FEE 11.00
STAMP FEE .50
TOTAL 11.50
JUN 15 87
ue

268073

800 513 327

AA County
5/26/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 1/29/85, Schedule # 11, dated 12/3/85 between Assignor as Lessor and Lease Account # 058921 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

8 (eight) Televideo #955 Terminals
S/N's D85101-384A, D85101-393A, D85101-391A, D85101-363A,
D85101-369A, D85101-377A, D85101-389A, D85101-381A.

CHECK THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto, V.P.
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not subject to Recordation
Tax - Equipment lease*

STV 11

RECORD FEE 11.00
STAMP .50
MAY 29 11 13 AM '87
JUN 15 87
ue

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 231032 recorded in Liber 422 Folio 25 on 2/6/80 at Anne Arundel County Maryland

1. DEBTOR(S) Hubbard Enterprises, Inc.
 ADDRESS(ES) 195 Main Street
Annapolis, Maryland 21401

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Collateral Unit
 ADDRESS: MAILSTOP: 500-501 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above) _____

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a. Not subject to Recordation Tax.
 b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

RECORD FEE 10.00
 TAX .50
 JUN 15 1987
 CR

DEBTOR(S) _____
 BY _____ (SEAL)
 BY _____ (SEAL)
 Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer

SECURED PARTY: Maryland National Bank
 BY C. Claude M. Patrick (SEAL)
Claude M. Patrick
Commerical Services Officer
 To the Clerk After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

10.50

268077

BOOK 513 PAGE 329

AA County
5/29/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Grain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 1/29/85, Schedule # 12, dated 1/29/85 between Assignor as Lessor and Lease Account # 058921 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORD FEE 11.00
POSTAGE .50
ALBANY 0777 101 713-08
JUN 15 87
ul

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto, V.P.
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to Recordation
Tax - Equipment lease

STV 12

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	ITT Model Xtra II PC w/disc drives, 256K Memory 14" Swivel tilt monitor and Keyboard S/N J8E020989
1 (one)	Panasonic Printer #1091 S/N N/A
1 (one)	Thorn/EMI Perfect Writer S/N N/A
	S/N's for ITT J1F111848, 5352274, J3A74937

SIGNET / MD

BY: John J. Fucetta III

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro III

TITLE: Frank J. Sarro III, Exec.V.P.

268075

BOOK 513 PAGE 331

Handwritten notes

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Grain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 1/29/85, Schedule # 14, dated 1/24/86 between Assignor as Lessor and Lease Account # 058921 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

- 1 (one) Wild T2 Universal Theodolite Model 360328
Transit S/N 306870

RECORD FEE 11.00
STAMP .50
JUN 15 11:30 AM '87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto, V.P.
(Signature of Secured Party)

John S. Tuccitto, V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not subject to Recordation
Tax - Equipment lease*

STV 14



268076

300 513 332

44 County
5/2/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Grain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement is To Be Returned if Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 1/29/85, Schedule # 15, dated 1/24/86 between Assignor as Lessor and Lease Account # 058921 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

1 (one) CI-300 plus Printer w/RS232 Interface S/N 512148

RECORDING FEE 11.00
STAMP .50
JUN 15 1987

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) u

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

[Signature]
(Signature of Secured Party)

John S. Tuccitto, V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not subject to Recordation tax -
Equipment lease*

STV 15

268077

3007 513 333

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 1/29/85, Schedule # 16, dated 1/24/86 between Assignor as Lessor and Lease Account # 058921 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

[Signature]
(Signature of Secured Party)

John S. Tuccitto, V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not subject to Recordation
Tax - Equipment lease*

STV 16

RECORD FEE 11.00
TAXES .50
JUN 15 87
113109
lee

800 513-334

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Xerox Printer Model 2700 S/N E24R043121
1 (one)	Canon- Canofilmer 100 S/N 32202066
3 (three)	Gas Lift Chairs
2 (two)	Tandy 3000 Cataloge #254010 Personal Computers S/N's 105473,105480
2 (two)	CM2 13" R6B Monitors w/Drive board cables S/N's 316575,314733
2 (two)	360 KB Floppy Disk Drive
2 (two)	MS DOS 3.1
1 (one)	IBM XT PC S/N AN095A5160 Model 5160
1 (one)	20 MB Drive
1 (one)	Floppy Disk Drive 360 KB
1 (one)	AST 6 pack 384 KB
1 (one)	ANDERSON R6B Monitor Princeton Hx12 S/N 48500
1 (one)	EVEN-X R6B Graphics Board
1 (one)	DOS 3.1
1 (one)	CITOH F10-55 TE55S Printer SP331163
3 (three)	Epson 286 DOT Matrix 16" Printer S/N 06024089
1 (one)	Cable (XT-Epson 286)
4 (four)	ARDTS Media Mate for 5 $\frac{1}{4}$ " Floppy Disk Drive
2 (two)	Curtis Diamond Surge protectors S/N D37421
2 (two)	Curtis Ruby Surge protectors S/N R-033679
1 (one)	Calcomp Plotter Model 1042 GT w/ 36" wide Grit Drum, 30" wide Grit Drum and Xtra Pen Turrets S/N 609033

SIGNET / MD

BY: John D. Pennington III

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro IIITITLE: Frank J. Sarro III, Exec.V.P.

268078

3004 513 335

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B: 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 1/29/85, Schedule # 17, dated 1/24/86 between Assignor as Lessor and Lease Account # 058921 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORD FEE 11.00
POSTAGE .50
JUN 15 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

[Signature]
(Signature of Secured Party)

John S. Tuccitto, V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to Recordation
Tax - Equipment Lease

STV 17

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Calcomp Plotter Model 1042 GT w/ 36" wide Grit Drum, 30" wide Grit Drum and Xtra Pen Turrets
1 (one)	PW153CW First Graphics Terminal w/expansion cabinet
1 (one)	PW153W Additional Graphics Terminal
1 (one)	CS 780 Controller
1 (one)	802508 Keypunch
1 (one)	6680-08 Printer
1 (one)	8010-08 Keypunch

SIGNET / MD

BY: Frank J. Sarro III

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro IIITITLE: Frank J. Sarro III, Exec.V.P.

BOOK 513 PAGE 337

268079

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Stafley Bldg., Ste. 200-B, 407 Grain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or item) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 1/29/85, Schedule # 18, dated 2/5/86 between Assignor as Lessor and Lease Account # 058921 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORD FEE 11.00
STAMP .50
MAY 27 1987 11:13:10
MAY 15 1987

CHECK IN THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro, III.; Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

SIGNET BANK/MD

[Signature]
(Signature of Secured Party)

John S. Tuccitto, V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to recordation
tax - equipment lease

STV 18

BOOK 513 PAGE 339

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2 (two)	IBM XT 256K w/2 <u>HH</u> & 20 MB S/N's 6377835, 6377750
2 (two)	Intel 8087 Math Co-Processors
2 (two)	Hercules Color Cards
2 (two)	AST SPK 384K
2 (two)	Interdyne 1/2 HT Back Up
2 (two)	Hayes 1200 B
1 (one)	Epson FX 286
1 (one)	IBM Cable
1 (one)	DOS 3.1
1 (one)	Microsoft C Compiler 3.0
1 (one)	D Base III Plus
1 (one)	Breakthrough Time Line Project Manager 2.0
2 (two)	Amdek 722 Monitors

SIGNET / MD

BY: *John J. Puccillo III*

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarro III*TITLE: Frank J. Sarro III, Exec.V.P.

268080

BOOK 513 PAGE 339

Anne Arundel
5/26/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule #01, dated 11/12/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORD FEE 11.00
POSTAGE .50
MAY 23 0777 AM 11:11
JUN 15 87
u

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto, V.P.
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to recordation tax -
Equipment lease

BOOK 513 PAGE 340

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	AV 4000 S/N 160
1 (one)	DMI W/Conv. DHR S/N 127
1 (one)	3/4 HP Air Compressor - Ermaco
3 (three)	IBM PC w/256K, Keyboard, Controller
6 (six)	Oval Teac 1/2 Height Floppy
3 (three)	Monochrome Printer Adapter
3 (three)	Amdak 310A Monitors
1 (one)	MULTImath W.P.
1 (one)	Display Write 3 W.P.
1 (one)	Epson FX-100
1 (one)	Epson FX-185
2 (two)	Parallel Printer Cables

SIGNET / MD

BY: _____

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: _____

TITLE: Frank J. Sarro III, Exec.V.P

AA
5/26/87

269089

BOOK 513 PAGE 341

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 17, dated 2/4/86 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORD FEE 11.00
POSTAGE .50
44304 0777 RM 113#11
JUN 15 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not subject to Recordation tax -
Equipment lease*

EQUIPMENT LIST

BOOK 513 PAGE 342

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2 (two)	Macintosh (MAC Plus) S/N's F6041RO, F6040Y4
1 (one)	Apple Hard Drive 20MG S/N F602149
1 (one)	External Floppy Drive S/N 45C05NV
1 (one)	Apple Laser Writer w/4 Fonts S/N A603085
3 (three)	Connector Kits
1 (one)	2400 Baud Modem
1 (one)	Cable for Modem
2 (two)	Surge Protectors

SIGNET / MD

BY: John J. Quast

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro IIITITLE: Frank J. Sarro III, Exec.V.P.

A. A. County
5/26/87

BOOK 513 PAGE 343

268082

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 16, dated 1/29/86 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORDING FEE 11.00
PROPERTY .50
REGS. CTY. BAL 113.12
JUN 15 87

CHECK THE LINES WHICH APPLY

8. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

[Signature]
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to recordation tax -
Equipment lease

EQUIPMENT LIST

8000 513 111344

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	Zenith Data Systems Model ZF148-41 Single Floppy 256K PC's S/N 542DDO715, 542DDO330, 545DECO49 enhanced to 640K internal Ram w/20 Mega Byte Disk Drive and model ZVM 12030A Monitor (Green) S/N 1510908, 1510976, 1509854
1	Silver Reed Letter Quality Printer Model 800 S/N including Cables 43001529
1	Tractor for Silver Reed Model 800
1	Switch Box w/cables

SIGNET / MD

BY: John J. Perrella VP

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro IIITITLE: Frank J. Sarro III, Exec.V.P.

Anne Arundel County
5/26/87

BOOK 513 PAGE 345

268083

FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 15, dated 11/12/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto, V.P.
(Signature of Secured Party)

John S. Tuccitto, V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not subject to recordation tax
Equipment lease*

RECORD FEE 11.00
POSTAGE .50
MAY 26 07:11 PM '87
JUN 15 1987

AB County
5/2/57

268084

BOOK 513 PAGE 347

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

_____ If this statement is to be recorded

A-15

EQUIPMENT LIST

BOOK 513 PAGE 348

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	Mayer Magna Slick Boards 5'x8'
1	Mayer Magna Slick Board 5'x10'
3	Mayer 36" Chalk/Chart Holders
8	LZ 068 HEA Executive Chair
2	LZ 061 HEA Side Chair
1	CD 10FT DOK Boatshape Table Top

SIGNET / MD

BY: _____

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: _____

TITLE: Frank J. Sarro III, Exec.V.P.

268084

BOOK 513 PAGE 347

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following type (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 14, dated 2/4/86 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

- 1 Xerox Artificial Intelligent Workstation with Accessories S/N 010544

SEARCH FEE 11.00
INDEX FEE .50
NOTARY FEE 113.12
JUN 15 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

[Signature]
(Signature of Secured Party)

John S. Tuccitto, V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not subject to recordation tax -
Equipment lease*

AACounty
3/24/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 14, dated 2/4/86 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

- 1 Xerox Artificial Intelligent Workstation with Accessories S/N 010544

RECORDED FEE 11.00
TAX .50
JUN 15 1987

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

[Signature]
(Signature of Secured Party)

John S. Tuccitto, V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to recordation tax -
Equipment lease

AR County
5/26/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement is To Be Returned if Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 13, dated 1/21/86 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORDING FEE 11.00
POSTAGE .50
JUN 08 07:01 113413
JUN 15 87
we

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank Sarro
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to Recordation Tax -
Equipment lease

EQUIPMENT LIST

BOOK 513 PAGE 349

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	5577-9 OIS 40-50 HI-Density Mat PTR S/N WF1746
2 (two)	OIS-IWS 64K Internal Workstation for Consisting of:
1 (one)	Class B Universal US KBD UNI-KBD-B-US
1 (one)	Monochrome Monitor PM004L S/N YE7646
1 (one)	OIS Power Supply IWS BD 10 PIN OIS-IWSIA
3 (three)	Bidirectional Forms Tractor BFT-1
4 (four)	Data Communications Controller OIS-TC
5 (five)	Connector for RS-232 CN-RS232-9
6 (six)	Front Panel for OIS 40-50 OIS-FP50

SIGNET / MD

BY: John J. Guertt VP

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro III

TITLE: Frank J. Sarro III, Exec. V.P.

268086

BOOK 513 PAGE 350

AA County
5/26/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/5/85, Schedule # 12, dated 12/20/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORDED FEE 11.00
POSTAGE .50
MICROFILMED 0777 R01 T13:13
JUN 15 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto, V.P.
(Signature of Secured Party)

John S. Tuccitto, V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to recordation tax -
Equipment lease

EQUIPMENT LIST

800: 513 PAGE 351

QUANTITY

DESCRIPTION

7 (seven)	Sidex 11-3060 Desk Genuine Walnut
7 (seven)	Stacking Chairs w/arms
1 (one)	Side 11-3060/4022 Secretarial Desk
4 (four)	214C-L Hon File Cabinets
4 (four)	5K Bookcases 48"
1 (one)	Steno Chair Walnut 803/W
7 (seven)	Executive Swivel Chairs Walnut

SIGNET / MD

BY: _____

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: _____

TITLE: Frank J. Sarro III, Exec.V.P.

268087

2007 513 PAGE 352

AD County
5/27/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 11, dated 12/20/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORD FEE 11.00
FILING FEE .50
MORTGAGE UNIT 113:13
JUN 15 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto, V.P.
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to recordation tax -
Equipment lease

EQUIPMENT LIST

BOOK 513 PAGE 353

<u>Quantity</u>	<u>Description</u>
33	Workstations and walls
4	Printer stands
8	512K MacIntosh Computer M2512
8	MAC Office Connector Kits M2010
8	MAC Ball Input Devices 4000
2	Laserwriter Printers MD156
1	Thunderscan Imaging Device
1	15" Imagewriter Printer
1	9" Imagewriter Printer
1	Manual Text Reader Omni Reader
3	2400 Baud Modems
1	MAC Digitizer Macintizer
1	MAC Cable Kit
8	Hyperdrive 10MB Internal Hard Disk Drives
2	MO200 MAC Carrying Cases
2	Quad pods
1	Receptionist workstation
1	Manager workstation and table
2	Four tier files
9ft.	60" walls
1	Power strip
1	Extension cord
1	Kodak Ektagraphic A Slide Projector
1	DaLite Cosmopolitan 84x84 Matte White Screen
1	Oravisual L35 table top Lecturn
1	3M model 429 Overhead Projector
1	Bretford 2642E Rolling Cart
4	Apple Computers
4	Hyperdrives
4	Connector Kits
2	15" Imagewriters
1	8" Imagewriters
4	Cable Extensions
2	Mac Carrying Cases
1	NEC P565 Pinwriter Printer w/serial & parallel I/F
1	MU-4502 P-5 Bi-directional tractor feed
155 ft.	Cable
3	female connectors
5	male connectors
8	back shells

SIGNET / MD

BY: John J. [Signature]

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro IIITITLE: Frank J. Sarro III, Exec.V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 10, dated 12/13/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

REGISTRATION FEE 11.00
POSTAGE .50
MAY 21 0777 PM 113:13
JUN 15 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

[Signature]
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not subject to recordation tax
of Equipment lease*

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Log E Model MD 460 Camera
1 (one)	AGFA-GEVAERT Model CP 380 Processor
1 (one)	ARKAY Model WSP 30 X 60 Sink W/K200 DS Faucet
1 (one)	NU-ARC Model VLT18F Light Table
1 (one)	NU-ARC Model CP 250 Point Source Light
1 (one)	Bichrome Model 16 X 20 Complete Vacume Easel
1 (one)	OMEGA Model CS-50 #480-701 Timer
1 (one)	OMEGA # 423-404 35mm Negative Carrier
1 (one)	OMEGA # 423-405 2 X 2 Mounted Negative Carrier
1 (one)	Microsight Grain Focusing Magnifier
1 (one)	ELNIKKOR 50mm F-4.0 Enlarging Lens
1 (one)	Saunders 11X14 Adjustable Master Easel
3 (three)	NU-ARC Model DLB 132 Safe Lights
2 (two)	GRALAB Model 300 Timers
1 (one)	OMEGA Model C760 #403-630 Enlarger
1 (one)	OMEGA #430-730 Voltage Stabalizer

SIGNET / MD

BY: *John J. Fenwick*

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarro III*TITLE: Frank J. Sarro III, Exec.V.P.

220 County
5/26/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 09, dated 12/15/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORD FEE 11.00
POSTAGE .50
CITY #01 T13:14
JUN 15 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not subject to Recordation
tax - Equipment Lease*

EQUIPMENT LIST

BOOK 513 PAGE 357

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	IBM PC II S/N 1643247, 1760663 and 1749596 w/ 256 KB, CDC Drives, AM DEC 310 A Amber Monitors S/N 5452242, Quadrum Multi function board w/384 KB and software, Hercules Graphics Card and software Hayes 1200 B Internal Modem w/software.
2 (two)	Toshiba P351 Printers S/N ZC12915, ZC13057 with tractors S/N's 05526499, 06532625
2 (two)	4 X 1 Switch Boxes w/cables
4 (four)	Surge Protectors

SIGNET / MD

BY: Frank J. Sarro III

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro IIITITLE: Frank J. Sarro III, Exec.V.P.

AA County
5/26/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 08, dated 11/12/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

See Attached List

RECORD FEE 11.00
FILING FEE .50
513 0777 R01 T13:14
JUN 15 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto, V.P.
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to Recordation tax -
Equipment Lease

ALN

EQUIPMENT LIST

A-08

3007 513 350

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Sony VPM722Q Projector
1 (one)	Sony PSS722 Ceiling Mount
1 (one)	Sony CCQ-10AR Extension Cord
1 (one)	Panasonic CT-BOV S/N EC5210458
4 (four)	Panasonic PV-1730 1/2" VHS S/N's B55A31870, B55A31570, K45A63322, B55A31545
5 (five)	Sanyo VM-4509 9" Video Monitor S/N's 29122719, 29123034, 29122577, 29123035, 29122723
100	JVC T-120
1 (one)	Cable Package
1 (one)	IBM XT 256K
1 (one)	Quadram 64K Quadboard
5 (five)	64K Memory Module
1 (one)	Hercules Color Card
1 (one)	IBM Color Display
1 (one)	IBM Color Printer 200CPS
1 (one)	NEC 3550 Printer
1 (one)	Hayes 1200 Smart Modem Plus
2 (two)	IBM Parallel Cables
2 (two)	Maynard Teac 1/2 Height Drive
1 (one)	IBM PC 256K 2 Drive System
1 (one)	Idea 384K Memory Board S,P,C
1 (one)	Hercules Mono. Graphics Brd.
1 (one)	Amdak 12" Amber Phosphor 310
1 (one)	Hayes 1200 Smart Modem Plus
1 (one)	Personal Comp W/256K 200
1 (one)	Color Graphics Monitor Adep.
1 (one)	IBM Color Display
1 (one)	384K Six Pack
1 (one)	DOS 2.1
1 (one)	Draper Lumalectric 84X84 Matte White Scrn.
2 (two)	Kodak Ektographic III A Slide Projectors
2 (two)	Naviter GWZ70125-2 3/4"-5" Zoom Lenses
1 (one)	Chief MSU20 Projector Stacker Unit
1 (one)	DaLite Cosmopolitan 70X70 Matte White Scrn.
1 (one)	Sharp, RD688A/V Portable Cassette Unit
1 (one)	Toa TA30RZ Receiver Amplifier
4 (four)	Toe PC671RV Ceiling Speakers
1 (one)	Shure SM67 Microphone Mixer
2 (two)	Shure SM90 Condenser Microphones
1 (one)	Telex FRM-50 Wireless Microphone
2 (two)	Oravisual L350 Table Top Lecturns
1 (one)	AMX tx-16 Transmitter
1 (one)	AMX SX-16 Relay Controller
4 (four)	AMX PC-1 A.C. on-off Control Units
1 (one)	AMX VX-15 Remote Volume Control
1 (one)	AMX SC-15 Remote Electric Screen Control
1 (one)	AMX SX-RX Relay Rac- mount kit
1 (one)	Luxor SS403 Equipment Cart
2 (two)	Mayer Magna Slick Boards 5' X 8' in Beige w/silver frame
1 (one)	Mayer Magna Slick Board 5' X 10' in Beige w/ silver frame
3 (three)	Mayer 36" Chalk/Chart Holders

SIGNET / MD

BY: John Perrotto

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro IIITITLE: Frank J. Sarro III, Exec.V.P.

268031

BOOK 513 PAGE 300

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 07, dated 11/12/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORD FEE 11.00
POSTAGE .50
MAY 19 6 11 AM '87
JW 15 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto V.P.
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not Subject to Recordation
Tax Equipment Lease*

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	IBM PC AT Enhanced CIBM00389
1 (one)	320K 1/2 High Disk Drive AT
216	Mostek Memory Chips
1 (one)	Color Graphics Monitor Adap.
1 (one)	IBM Color Display
2 (two)	Printer Cables
1 (one)	Hayes 1200 Smart Modem Plus
1 (one)	AT Multi-Function Board
2 (two)	Toshiba 1351
1 (one)	IBM PC 256K 2 Drive System
4 (four)	64K Memory Module
1 (one)	Hercules Mono. Graphics Brd.
1 (one)	IBM Monochrome Display
1 (one)	Epson FX-100 Printer, 132 Col.
1 (one)	Hayes 1200 Smart Modem Plus
1 (one)	Printer Cable
1 (one)	64K Combo Card w/3 Options
1 (one)	IBM XT 256K
2 (two)	Teac Drive w/Y Cords & Brackets
4 (four)	64K Memory Module
1 (one)	Hercules Mono. Graphics Brd.
1 (one)	IBM Monochrome Display
1 (one)	Epson FX-100 Printer, 132 Col.
1 (one)	Hayes 1200 Smart Modem Plus
1 (one)	64K Combo Card w/3 Options
1 (one)	Clipstrip II Norm/Com Mode
1 (one)	Printer Cable
1 (one)	IBM 256K PC
1 (one)	Half Heights TEAC 55B
1 (one)	Idea 384K Memory Board
1 (one)	IBM Color display
1 (one)	Color graphics monitor adap
1 (one)	Hayes 1200B smart modem plus
1 (one)	MS DOS 3.1
2 (two)	LX80 Printer
2 (two)	8148 Serial Interface
2 (two)	Tractor Feed
5 (five)	HX-40 Computers w/Ram Cartridges H402A-A3
2 (two)	725 Serial Printer Cables
5 (five)	HX-20 Carrying Cases

SIGNET / MD

BY: John J. Ferrante VP

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro IIITITLE: Frank J. Sarro III, Exec.V.P.

BOOK 513 PAGE 361

268092

BOOK 513 PAGE 302

Anne Arundel County
5/29/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 06, dated 11/12/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORD FEE 11.00
POSTAGE .50
MAY 28 0777 AM 11:15
JUN 15 87
Tel

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto, V.P.
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to recordation
for - equipment lease

EQUIPMENT LIST

800 513 100 363

<u>QUANTITY</u>	<u>DESCRIPTION</u>
8 (eight)	512K MacIntosh Computer M2512
8 (eight)	MAC Office Connector Kits M2010
8 (eight)	MAC Ball Input Devices 4000
2 (two)	Laser Writer Printers M0156
1 (one)	Thunderscan Imaging Device
1 (one)	15" Imagewriter Printer
1 (one)	9" Imagewriter Printer
1 (one)	Manual Text Reader Omni Reader
3 (three)	2400 Band Modems
1 (one)	MAC Digitizer Macintizer
1 (one)	MAC Cable Kit
8 (eight)	Hyperdrive 10MB Internal Hard Disk Drives
2 (two)	M0 200 MAC Carrying Cases
8 (eight)	Executive Chairs
2 (two)	Side Chairs
1 (one)	Boatshape Table Top
12 (twelve)	Highback Chairs
24 (twenty-four)	Chair Arm Pair
1 (one)	Metal Storage Cabinet
2 (two)	Quad Pads
1 (one)	Receptionist Workstation
1 (one)	Manager Workstation & Table
2 (two)	Four Tier files
1 (one)	60" Walls
1 (one)	Power Strip
1 (one)	Cord
1 (one)	Sliding Door Credenza (dark)
2 (two)	Mayer Magna Slick Boards 5' X 8' in Beige
1 (one)	Mayer Magna Slick Board 5' X 10' in Beige
3 (three)	Mayer 36" Chalk/Chart Holders
1 (one)	Kodak Ektagraphic A Slide Projector
1 (one)	DaLite Cosmopolitan 84 X 84 Matte White Screen
1 (one)	Oravisual L35 Table Top Lecturn
1 (one)	3M Model 429 Overhead Projector
1 (one)	Bretford 2642E Rolling Cart
1 (one)	Xerox 9900 Sys. 170 S/N 920-054168
1 (one)	Input Station S/N 922G013893
1 (one)	Sorter/Finisher S/N 923G013772
12 (twelve)	Workstations and Walls

SIGNET / MD

BY: _____

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: _____

TITLE: Frank J. Sarro III, Exec.V.P.

Handwritten notes: AAC County 5/29/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

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This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 05, dated 11/12/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORD FEE 11.00
POSTAGE .50
APR 16 077 PM 11:15
MAY 15 87
wl

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto VP
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to Recordation
Tax - Equipment Lease

EQUIPMENT LIST

513 PAGE 365

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	VDO Pak B1200
1 (one)	JVC CR8250 3/4" Editor S/N 13012879
1 (one)	Sony VPR 722 Remote Control
1 (one)	Anvil Case RCMA NV8420 - NVV410
1 (one)	Panasonic NV8420 VCR S/N J4HB00579
1 (one)	Panasonic NBV59 Power Supply
1 (one)	JVC CX60 US

SIGNET / MD

BY: John J. Lucetti VP

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro III

TITLE: Frank J. Sarro III, Exec.V.P.

268094

BOOK 513 PAGE 306

AA County
5/26/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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If this statement is to be recorded in land records check here.

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1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 04, dated 11/12/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORD FEE 11.00
POSTAGE .50
JUN 15 1987

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

*Not Subject to Recordation
+ Equipment Lease*

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
10 (ten)	WRG Merlin/FQPL/STDN
7 (seven)	Merlin 5BUTVOICE TM
2 (two)	Merlin 10BUTVOICE T
1 (one)	Merlin 34 But DLX VT
1 (one)	MerlinFeat Cart 2
1 (one)	Merlin 4-LN/10 TML CU
2 (two)	3161-172 Merlin 10BUT Voice T
1 (one)	6110-CUI Merlin 4-LN/10 TML CU
7 (seven)	3160-111 Merlin 5 BUT Voice TM
10 (ten)	2772-MAS WRG/Merlin/FQPL/STDN
1 (one)	162-417 Merlin 34 BUT DLX VT
1 (one)	6104-FC2 Merlin Feat Cart 2
1 (one)	Merlin Man T/R MOD
1 (one)	Wire
7 (seven)	Merlin 5 BUT Voice TM
1 (one)	Merlin 820 (2LN/5TML)
3 (three)	Merlin 2LN/5 TMC EXP
7 (seven)	3160-111 Merlin 5 BUT Voice TM
1 (one)	6120-CUI Merlin 820 (2LN/5TML)
3 (three)	61219 Merlin 2LN/5TML EXP
1 (one)	Merlin 4-LN/10TML CU
1 (one)	J&M Radius Desk
1 (one)	J&M Radius Lateral File
1 (one)	C.W. Exec. High Back
2 (two)	Roll Away Table/Typing Stand
2 (two)	72" Storage Cabinet
2 (two)	O'Sullivan Soft Teck Workstation
1 (one)	J&M Secretarial Light
8 (eight)	4 Drawer Letter Size Files
7 (seven)	IBM PC, 256K, Keyboard & Controller
7 (seven)	Dual Teac 1/2 Height
8 (eight)	Monochrome/ Printer Adapter
8 (eight)	Andek 310A
1 (one)	AST 6pak T (384K)
1 (one)	IBM BC/AT W/512K, 1.2MB, Parallel
1 (one)	Mountain 27 MBYTC Tape
1 (one)	Multimate
1 (one)	EPSON FX 800 Printer
1 (one)	Parallel Printer Cable
1 (one)	J&M Radius Credenza

SIGNET / MD
BY: John J. Sarro III
TITLE: _____

TRANS-AMERICAN LEASING CORPORATION
BY: Frank J. Sarro III
TITLE: Frank J. Sarro III, Exec.V.P.

268095

300 513 REC-368

A.A. County

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 03, dated 11/12/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORDING FEE 11.00
POSTAGE .50
JUN 15 1987

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto
(Signature of Secured Party)

John S. Tuccitto, V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to Recordation
tax - Equip. lease

EQUIPMENT LIST

2000 513 369

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	PC-S2-2 256K Dual Diskette Drive CPU S/N YB5147
1 (one)	Char Comp Card PM101
1 (one)	Wang Monochrome Monitor S/N YA6313
1 (one)	PC Integrated Word Processing AS002-2
1 (one)	Single board local communicati PM141-VS
1 (one)	2780-3780-WPS Option For PC
1 (one)	160CPS 132 COL Draft M PTR S/N YJ1679

SIGNET / MD

BY: John J. Tammato VP

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro IIITITLE: Frank J. Sarro III, Exec.V.P.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

BRUCE SWARTZ T/A
CARPETRONICS
1008 Spa Road
Annapolis, MD 21403

2. Secured Party(ies) and address(es)

MAROX LEASING COMPANY
P.O. Box 463
Joppa, MD 21085-0463

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

10.00
.50
11:35 AM JUN 15 1987
CK

4. This statement refers to original Financing Statement bearing File No. 262585 Book 499 Page 441

Filed with Anne Arundel Date Filed July 3 19 86

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

MAROX LEASING COMPANY

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *Heidi Kutz*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10.50

BOOK 513 PAGE 371

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

K & R MOTORS
6000 Ritchie Highway
Baltimore, MD 21225

2. Secured Party(ies) and address(es)

MAROX LEASING COMPANY
P.O. Box 463
Joppa, MD 21085-0463

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

SEARCH FEE 10.00
POSTAGE .50
JUN 15 1987
CK

4. This statement refers to original Financing Statement bearing File No. 263132 Book 501 Page 337

Filed with Anne Arundel County Note Filed Aug. 6 19 86

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

MAROX LEASING COMPANY

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Luise Kuntz
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10.50

STATE OF MARYLAND 268020

800: 513 372

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Tidewater Mortgage
Address 300 Hospital Drive, Suite 223 Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Marox Leasing Company
Address P.O. Box 463
Joppa, Maryland 21085-0463

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Gestetner Copier, Model 2110 C, S/N 96J3386

RECORDED FEE 11.00
SEARCH FEE .50
INDEXED 0345 801 713:56
JUN 15 87

we

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

11/50

Marlene A. Young
(Signature of Debtor)

Marlene A. Young, *owner*
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E. Neutze
(Signature of Secured Party)

LOUISE E. Neutze
Type or Print Above Signature on Above Line



STATE OF MARYLAND

268097

800-513-373

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 162151

RECORDED IN LIBER MSH 269 FOLIO 374 ON October 26, 1971 (DATE) Finance Records/
And in Liber MSH 2533, folio 94 on October 26, 1972, in Land Records and Land Records

1. DEBTOR

Name Park Glen Housing, Inc.

Address 9301 Annapolis Road., Lanham, Maryland

2. SECURED PARTY

Name Security Pacific National Bank as Trustee

Address 333 South Hope Street

Los Angeles, CA. 90018

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
FEE .50
416589 0345 601 113454
JUN 15 1987
OK

3. Maturity date of obligation (if any) August 1, 2012

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

All security interest in collateral as shown on the original financing statement.

Dated April 9, 1987

Security Pacific National Bank as Trustee

Jose A. Perez, Loan Servicer

(Signature of Secured Party)

Security Pacific National Bank as Trustee

Type or Print Above Name on Above Line

1250

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PIKERIDGE LEASING, INC.
 Address 3481 Pke Ridge Rd., Edgewater, MD. 21037

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY
 Address 5681 Main St., Elkridge, MD. 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDED
 JUN 15 1987
 11:00 AM
 113:59

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - Ingersoll-Rand P160WJD Air Compressor, SN 161579
- 1 - Ingersoll-Rand PB85 Paving Breaker, SN SMC27048

Name and address of Assignee
INGERSOLL-RAND FINANCIAL CORP. 210 Goddard Blvd. King of Prussia, PA. 19406

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

PIKERIDGE LEASING, INC.

Robert Proctor Pres
 (Signature of Debtor) (Title)

Robert Proctor Pres
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

INGERSOLL-RAND COMPANY

Bradley W. Berger
 (Signature of Secured Party)

Bradley W. Berger, Office Mgr.

 Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND

ANNE ARUNDEL CO, MD

2680 FINANCING STATEMENT FOR

Identifying File No. -

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN CAPITAL LETTERS MUST BE IN

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FERGUSON TRENCHING CO., INC.
Address 123 Revell Highway, Annapolis, MD. 21401

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY
Address 5681 Main St., Elkridge, MD. 21227

RECORDING FEE 11.00
.50
JUN 15 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

2 - Ingersoll-Rand P160WJD Air Compressors, SN 161577 & 161578 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

Name and address of Assignee
INGERSOLL-RAND FINANCIAL CORP.
210 Goddard Blvd.
King of Prussia, PA. 19406

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

FERGUSON TRENCHING CO., INC.

Signature of Debtor (Title)

STEPHEN R FERGUSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL-RAND COMPANY

Signature of Secured Party

Bradley W. Berger, Office Mgr.

Type or Print Above Signature on Above Line

11/10

268170

STATE OF MARYLAND

APR 20 1987

FINANCING STATEMENT FORM UCC-1

BOOK 513

Identifying File No. 376

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GENERAL ELEVATOR COMPANY, INCORPORATED FED. ID. #52-0324870
Address 601 NURSERY ROAD, LINTHICUM HEIGHTS, MD 21090

2. SECURED PARTY

Name AMPLICON, INC. FED. ID. #95-3162444
Address 2020 EAST FIRST STREET, #401
SANTA ANA, CA 92705

3. ASSIGNEE: Person And Address To Whom Statement Is To Be Returned If Different From Above.
GENERAL ELECTRIC CREDIT CORPORATION
P.O. BOX 6199, ORANGE, CA 92613

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

REF: SCH. 1 TO LEASE #OL-1776 DATED MARCH 13, 1986

(01) SANYO MBC-825 P.C. WITH: AMDEK 410 A MONITOR, MONOGRAPHICS BOARD, MULTIFUNCTION CARD AND SEAGATE ST-225 HARD DRIVE KIT

(01) QMS BIG KISS LASER PRINTER WITH TONER CARTRIDGE AND POPSET

"INCLUDING ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, SUBSTITUTIONS AND IMPROVEMENTS THERETO AND THEREFOR, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND FROM SAID EQUIPMENT."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: General Elevator Company, Incorporated

Signature of Debtor

Signature of Secured Party: Amplicon, Inc.

Type or Print Above Signature on Above Line

Handwritten marks: // 80

RECORD FEE 11.00
POSTAGE .50
JUN 15 1987

875341
3/17/87

268101

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

300*

513 PAGE 377

E.C.C. - WTEFD

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AMPLICON, INC. FED.ID. #95-3162444
Address 2020 East First Street, Suite 401, Santa Ana, CA 92705

2. SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION
Address P. O. Box 6199, Orange, CA 92613

RECORD FEE 11.00
POSTAGE .50
JUN 15 87 11:41:07

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
AMPLICON REF: GENERAL ELEVATOR COMPANY INCORPORATED, SCHEDULE 1 TO LEASE #OL-1776, DATED: MARCH 13, 1987

- (01) SANYO MBC-885 PC WITH: AMDEK 410 A MONITOR, MONOGRAPHIC BOARD, MULTI-FUNCTION CARD AND SEAGATE ST-225 HARD DRIVE KIT.
- (01) QMS BIG KISS LASER PRINTER WITH TONER CARTRIDGE AND POPSET.

"INCLUDING ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, SUBSTITUTIONS AND IMPROVEMENTS THERETO AND THEREFOR, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND FROM SAID EQUIPMENT."

875341
3/17/87

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Jed R. May
(Signature of Debtor)

AMPLICON, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Donna L. Albert
(Signature of Secured Party)

GENERAL ELECTRIC CREDIT CORPORATION

Type or Print Above Signature on Above Line

11/80

NUMBER OF SHEETS
ATTACHED _____

268100

PRINT OR TYPE ALL INFORMATION

BOOK 513 PAGE 378

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

TO: STATE CORPORATION COMMISSION
Uniform Commercial Code Division, Box 1197
Richmond, Virginia 23209

Clerk of the Anne Arundel County Court,
P.O. Box 71, Annapolis, Md., Virginia

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

BK-PC 434-478

Index numbers of subsequent statements

(For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cobb & Stokes Offshore Yachts
300 State Street
Annapolis, Md. 21403

Check the box indicating the kind of statement. Check only one box.

- () ORIGINAL FINANCING STATEMENT
- () CONTINUATION - ORIGINAL STILL EFFECTIVE
- () AMENDMENT
- () ASSIGNMENT
- () PARTIAL RELEASE OF COLLATERAL
- (X) TERMINATION

Name & address of Secured Party

United Virginia Bank
NAS, P.O. Box 2600
Norfolk, Va. 23501

Name & address of Assignee

RECORD FEE 10.00
POSTAGE .50
JUN 15 1987

Date of maturity if less than five years

Check if proceeds of collateral are covered () *W*

Description of collateral covered by original financing statement

All inventory consisting of new and used boats and accessories thereof now owned or hereafter arising or acquired.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

S.W. Copeland
S.W. Copeland
United Virginia Bank
May 26, 1987

DISTRIBUTION: White Copy - SCC Filing Copy, Blue Copy - SCC Duplicate Copy - return to Secured Party, Green Copy - Circuit Court Filing Copy, Canary Copy - Circuit Court Duplicate Copy - return to Secured Party, Pink Copy - Debtor's Copy, Gold Copy - Secured Party's Copy

United Virginia Bank

268103

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated April 1, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name P T Management Incorporated Sch 01
Address 2133 Defense Highway, Crofton, MD 21114

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste 200B, 407 Crain Highway
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 13.00
POSTAGE .50
MAY 30 11:45 AM 114:12
JUN 15 97
we

All machinery, equipment, accounts receivable, and inventories, now owned or hereafter acquired, including proceeds and products thereof.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

P T MANAGEMENT INCORPORATED

[Signature]

(Signature of Debtor)

[Signature]

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

[Signature]

(Signature of Secured Party)

Ellen K. Golden, Mgr.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

103
50

P T MANAGEMENT INCORPORATED, GKS CORPORATION AND
KATALID, INC., AS CO-LESSEE'S

Schedule 01

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	24012 - 4 post 12,000 lbs. cap.
1 (one)	20,000 - 2 post 7,000 lbs. cap.
1 (one)	24009 - 4 post 9,000 lbs.
2 (two)	26000 - 2 post 9,000 lbs.
1 (one)	VSC5-8 Champion 5HP Comp.
1 (one)	33-15-80V 3HP Comp.
7 (seven)	Steel Shelving - 144 linear feet - total
3 (three)	Cord Reel Drop Lights
3 (three)	50' Extension Cords (reels)
2 (two)	Sure Shot Sprayer Packages
5 (five)	Service Order Racks
100 (1 hundred)	Drop Off Envelopes
1 (one)	Sun Scope Book
	Misc. tools
1 (one)	Airconditioner Service Kit
1 (one)	Fuel Injector Cleaning Kit
1 (one)	Battery Charger
1 (one)	Floor Jack
1 (one)	Rotary Two Post Lift
3 (three)	Dynamometer Road Symlators with all controls
3 (three)	Sun Ignition Anaylzer with leads & manual
1 (one)	Emission Anaylzer with manual
1 (one)	Monitor 2000 with adapters and manual
3 (three)	Stack on Tool Boxes
1 (one)	Tool Set (approx. 2 complete sets)
3 (three)	Work Benches
1 (one)	Set Timing Wrenches
1 (one)	Spare Set Ignition Anaylzer Leads
3 (three)	Chocks for Dynamometers
1 (one)	Sure Shot Sprayer Package
1 (one)	Set Mitchell Manuals
1 (one)	Time Clock
1 (one)	File Cabinet
1 (one)	Sales Counter
1 (one)	Desk (two drawer)
1 (one)	Coffee Service Table
1 (one)	Computer Table
1 (one)	Set Indoor Signs in Frames
1 (one)	IBM PC with Monitor
1 (one)	IBM Pro Printer
1 (one)	Software Package (Sparks Tune-Up)

1 (one)	MC 59 Pipe Bender with expanded die package
	Metal Signs
1 (one)	Branick 1500 lb. Air Jack
2 (two)	4Z241 Impact 3/8" Drive Air Ratchets, 40# Torque, Ingersoll Rand
1 (one)	2Z853 Dayton Air Impact Wrench 1/2" Drive
1 (one)	7Z554 Com. Filter/Regulat.
1 (one)	2Z341 Dayton 1/2 HP Grinder 7" Wheels
3 (three)	2W273 Four-Wheel Stock Carts
4 (four)	4Z710 25' Rubber Hoses 3/8"
4 (four)	4X792 Dayton Air Couplers
6 (six)	2X169 Male Plug
1 (one)	5X786 Blow Gun
3 (three)	6X755 Dayton Reel Drop Lights 25'
1 (one)	4X787 Air Chuck
1 (one)	Complete Welding Cutting Outfit - Including/4 Victor 100C Handle, 2 Victor CA1350 Cutting Attachment, 1 Victor CA1352 Cutting Attachment, 3 Victor 03-101 Cutting Tips, 3 Victor 1W1 Welding Tips, 4 25 ft. 1/4" Twin Welding Hose, 1 10 ft. 3/16" Welding Hose, 1 Victor Oxygen Regulator SR250C, 1 Victor Acetylene Regulator SR260A, 4 Safety Headgear, 2 #111 Y Connector, 2 #112 Y Connector, 6 Harris Check Valves (88-4-CVL and 88-4-CVR)(2 Gauge End and 4 Hose End), 3 Single Flint Strikers, 1 Torch Tip Cleaner, and 10 Replacement 'O' Rings (2 sizes).
1 (one)	Rigid Pipe Cutter
1 (one)	Pipe Cutter Wheel
1 (one)	Rigid Pipe Vise
3 (three)	Proto Rubber/Steel Hammers
1 (one)	SMK1016S Stud Remover
1 (one)	JAT6C (NC) Rethreader Set
1 (one)	CP789 Chicago Pneumatic 3/8" Reversible Air Drill
1 (one)	#1571 Drill Index
1 (one)	4000 Drum/Disc Lathe
1 (one)	2200 Base
1 (one)	8500 Drum Micrometer
1 (one)	2760 Disc Micrometer
1 (one)	7075 Deluxe Silencer
1 (one)	11/16" Arbor
1 (one)	7300 Brake Bleeder
1 (one)	7304 Bleeder Adaptor Package
1 (one)	7332 GM By Pass Adaptor
1 (one)	7165 Bearing Packer
1 (one)	1250 Brake Assembly Washer
1 (one)	9545 Disc Brake Overhaul Tool Set
1 (one)	9550 Drum Brake Tool Set
1 (one)	2850 Dial Indicator
1 (one)	6921 Silencer Band
1 (one)	4282 Bearing Protector
1 (one)	9499 Light Truck Set 3/4 & 1 Ton
1 (one)	9233 Light Truck Set 3/4 & 1 Ton

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated April 1, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GKS Corporation Sch 01
Address 2133 Defense Highway, Crofton, MD 21114

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address The Steffey Bldg, Ste 200B, 407 Crain Highway
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 13.00
POSTAGE .50
JAN 31 10 34 AM '87
JAN 15 87

ALL MACHINERY, EQUIPMENT, ACCOUNTS RECEIVABLE, AND INVENTORIES, NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING PROCEEDS AND PRODUCTS THEREOF. ul

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

GKS CORPORATION

[Signature]

(Signature of Debtor)

President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

[Signature]

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

13
510

P T MANAGEMENT INCORPORATED, GKS CORPORATION AND
KATALID, INC., AS CO-LESSEE'S

Schedule 01

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	24012 - 4 post 12,000 lbs. cap.
1 (one)	20,000 - 2 post 7,000 lbs. cap.
1 (one)	24009 - 4 post 9,000 lbs.
2 (two)	26000 - 2 post 9,000 lbs.
1 (one)	VSC5-8 Champion 5HP Comp.
1 (one)	33-15-80V 3HP Comp.
7 (seven)	Steel Shelving - 144 linear feet - total
3 (three)	Cord Reel Drop Lights
3 (three)	50' Extension Cords (reels)
2 (two)	Sure Shot Sprayer Packages
5 (five)	Service Order Racks
100 (1 hundred)	Drop Off Envelopes
1 (one)	Sun Scope Book
	Misc. tools
1 (one)	Airconditioner Service Kit
1 (one)	Fuel Injector Cleaning Kit
1 (one)	Battery Charger
1 (one)	Floor Jack
1 (one)	Rotary Two Post Lift
3 (three)	Dynamometer Road Symulators with all controls
3 (three)	Sun Ignition Anaylzer with leads & manual
1 (one)	Emission Anaylzer with manual
1 (one)	Monitor 2000 with adapters and manual
3 (three)	Stack on Tool Boxes
1 (one)	Tool Set (approx. 2 complete sets)
3 (three)	Work Benches
1 (one)	Set Timing Wrenches
1 (one)	Spare Set Ignition Anaylzer Leads
3 (three)	Chocks for Dynamometers
1 (one)	Sure Shot Sprayer Package
1 (one)	Set Mitchell Manuals
1 (one)	Time Clock
1 (one)	File Cabinet
1 (one)	Sales Counter
1 (one)	Desk (two drawer)
1 (one)	Coffee Service Table
1 (one)	Computer Table
1 (one)	Set Indoor Signs in Frames
1 (one)	IBM PC with Monitor
1 (one)	IBM Pro Printer
1 (one)	Software Package (Sparks Tune-Up)

1 (one)	MC 59 Pipe Bender with expanded die package
	Metal Signs
1 (one)	Branick 1500 lb. Air Jack
2 (two)	4Z241 Impact 3/8" Drive Air Ratchets, 40# Torque, Ingersoll Rand
1 (one)	2Z853 Dayton Air Impact Wrench 1/2" Drive
1 (one)	7Z554 Com. Filter/Regulat.
1 (one)	2Z341 Dayton 1/2 HP Grinder 7" Wheels
3 (three)	2W273 Four-Wheel Stock Carts
4 (four)	4Z710 25' Rubber Hoses 3/8"
4 (four)	4X792 Dayton Air Couplers
6 (six)	2X169 Male Plug
1 (one)	5X786 Blow Gun
3 (three)	6X755 Dayton Reel Drop Lights 25'
1 (one)	4X787 Air Chuck
1 (one)	Complete Welding Cutting Outfit - Including/4 Victor 100C Handle, 2 Victor CA1350 Cutting Attachment, 1 Victor CA1352 Cutting Attachment, 3 Victor 03-101 Cutting Tips, 3 Victor 1W1 Welding Tips, 4 25 ft. 1/4" Twin Welding Hose, 1 10 ft. 3/16" Welding Hose, 1 Victor Oxygen Regulator SR250C, 1 Victor Acetylene Regulator SR260A, 4 Safety Headgear, 2 #111 Y Connector, 2 #112 Y Connector, 6 Harris Check Valves (88-4-CVL and 88-4-CVR) (2 Gauge End and 4 Hose End), 3 Single Flint Strikers, 1 Torch Tip Cleaner, and 10 Replacement 'O' Rings (2 sizes).
1 (one)	Rigid Pipe Cutter
1 (one)	Pipe Cutter Wheel
1 (one)	Rigid Pipe Vise
3 (three)	Proto Rubber/Steel Hammers
1 (one)	SMK1016S Stud Remover
1 (one)	JAT6C (NC) Rethreader Set
1 (one)	CP789 Chicago Pneumatic 3/8" Reversible Air Drill
1 (one)	#1571 Drill Index
1 (one)	4000 Drum/Disc Lathe
1 (one)	2200 Base
1 (one)	8500 Drum Micrometer
1 (one)	2760 Disc Micrometer
1 (one)	7075 Deluxe Silencer
1 (one)	11/16" Arbor
1 (one)	7300 Brake Bleeder
1 (one)	7304 Bleeder Adaptor Package
1 (one)	7332 GM By Pass Adaptor
1 (one)	7165 Bearing Packer
1 (one)	1250 Brake Assembly Washer
1 (one)	9545 Disc Brake Overhaul Tool Set
1 (one)	9550 Drum Brake Tool Set
1 (one)	2850 Dial Indicator
1 (one)	6921 Silencer Band
1 (one)	4282 Bearing Protector
1 (one)	9499 Light Truck Set 3/4 & 1 Ton
1 (one)	9233 Light Truck Set 3/4 & 1 Ton

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated April 1, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Katalid, Inc. Sch 01
Address 2133 Defense Highway, Crofton, MD 21114

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address The Steffey Bldg, Ste 200B, 407 Crain Highway
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST

RECORDED 13.00
INDEXED 13.45 PM 11:41:13
MAY 15 87
u

All machinery, equipment, accounts receivable, and inventories, now owned or hereafter acquired, including proceeds and products thereof.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

KATALID, INC.

[Signature]

(Signature of Debtor)

President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

[Signature]

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

13
A

P T MANAGEMENT INCORPORATED, GKS CORPORATION AND
KATALID, INC., AS CO-LESSEE'S

Schedule 01

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	24012 - 4 post 12,000 lbs. cap.
1 (one)	20,000 - 2 post 7,000 lbs. cap.
1 (one)	24009 - 4 post 9,000 lbs.
2 (two)	26000 - 2 post 9,000 lbs.
1 (one)	VSC5-8 Champion 5HP Comp.
1 (one)	33-15-80V 3HP Comp.
7 (seven)	Steel Shelving - 144 linear feet - total
3 (three)	Cord Reel Drop Lights
3 (three)	50' Extension Cords (reels)
2 (two)	Sure Shot Sprayer Packages
5 (five)	Service Order Racks
100 (1 hundred)	Drop Off Envelopes
1 (one)	Sun Scope Book
	Misc. tools
1 (one)	Airconditioner Service Kit
1 (one)	Fuel Injector Cleaning Kit
1 (one)	Battery Charger
1 (one)	Floor Jack
1 (one)	Rotary Two Post Lift
3 (three)	Dynamometer Road Symlators with all controls
3 (three)	Sun Ignition Anaylzer with leads & manual
1 (one)	Emission Anaylzer with manual
1 (one)	Monitor 2000 with adapters and manual
3 (three)	Stack on Tool Boxes
1 (one)	Tool Set (approx. 2 complete sets)
3 (three)	Work Benches
1 (one)	Set Timing Wrenches
1 (one)	Spare Set Ignition Anaylzer Leads
3 (three)	Chocks for Dynamometers
1 (one)	Sure Shot Sprayer Package
1 (one)	Set Mitchell Manuals
1 (one)	Time Clock
1 (one)	File Cabinet
1 (one)	Sales Counter
1 (one)	Desk (two drawer)
1 (one)	Coffee Service Table
1 (one)	Computer Table
1 (one)	Set Indoor Signs in Frames
1 (one)	IBM PC with Monitor
1 (one)	IBM Pro Printer
1 (one)	Software Package (Sparks Tune-Up)

1 (one) MC 59 Pipe Bender with expanded die package
 Metal Signs
 1 (one) Branick 1500 lb. Air Jack
 2 (two) 4Z241 Impact 3/8" Drive Air Ratchets, 40# Torque,
 Ingersoll Rand
 1 (one) 2Z853 Dayton Air Impact Wrench 1/2" Drive
 1 (one) 7Z554 Com. Filter/Regulat.
 1 (one) 2Z341 Dayton 1/2 HP Grinder 7" Wheels
 3 (three) 2W273 Four-Wheel Stock Carts
 4 (four) 4Z710 25' Rubber Hoses 3/8"
 4 (four) 4X792 Dayton Air Couplers
 6 (six) 2X169 Male Plug
 1 (one) 5X786 Blow Gun
 3 (three) 6X755 Dayton Reel Drop Lights 25'
 1 (one) 4X787 Air Chuck
 1 (one) Complete Welding Cutting Outfit - Including/4 Victor
 100C Handle, 2 Victor CA1350 Cutting Attachment, 1
 Victor CA1352 Cutting Attachment, 3 Victor 03-101
 Cutting Tips, 3 Victor 1W1 Welding Tips, 4 25 ft.
 1/4" Twin Welding Hose, 1 10 ft. 3/16" Welding Hose,
 1 Victor Oxygen Regulator SR250C, 1 Victor Acetylene
 Regulator SR260A, 4 Safety Headgear, 2 #111 Y
 Connector, 2 #112 Y Connector, 6 Harris Check Valves
 (88-4-CVL and 88-4-CVR) (2 Gauge End and 4 Hose End),
 3 Single Flint Strikers, 1 Torch Tip Cleaner, and 10
 Replacement 'O' Rings (2 sizes).
 1 (one) Rigid Pipe Cutter
 1 (one) Pipe Cutter Wheel
 1 (one) Rigid Pipe Vise
 3 (three) Proto Rubber/Steel Hammers
 1 (one) SMK1016S Stud Remover
 1 (one) JAT6C (NC) Rethreader Set
 1 (one) CP789 Chicago Pneumatic 3/8" Reversible Air Drill
 1 (one) #1571 Drill Index
 1 (one) 4000 Drum/Disc Lathe
 1 (one) 2200 Base
 1 (one) 8500 Drum Micrometer
 1 (one) 2760 Disc Micrometer
 1 (one) 7075 Deluxe Silencer
 1 (one) 11/16" Arbor
 1 (one) 7300 Brake Bleeder
 1 (one) 7304 Bleeder Adaptor Package
 1 (one) 7332 GM By Pass Adaptor
 1 (one) 7165 Bearing Packer
 1 (one) 1250 Brake Assembly Washer
 1 (one) 9545 Disc Brake Overhaul Tool Set
 1 (one) 9550 Drum Brake Tool Set
 1 (one) 2850 Dial Indicator
 1 (one) 6921 Silencer Band
 1 (one) 4282 Bearing Protector
 1 (one) 9499 Light Truck Set 3/4 & 1 Ton
 1 (one) 9233 Light Truck Set 3/4 & 1 Ton

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Vanguard Computer Systems, Inc.
Address 7400 Ritchie Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name I.T.T. COMMERCIAL FINANCE CORP.
Address P.O. BOX 489
COLUMBIA, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY, RAW MATERIALS, GOODS IN PROCESS, FINISHED GOODS, MACHINES, MACHINERY, FURNITURE, FURNISHINGS, FIXTURES, VEHICLES, ACCOUNTS RECEIVABLE, BOOK DEBTS, NOTES, CHATTEL PAPER, ACCEPTANCES, REBATES, INCENTIVE PAYMENTS, DRAFTS, CONTRACTS, CONTRACT RIGHTS; CHOSSES IN ACTION AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL ATTACHMENTS, ACCESSIONS AND ADDITIONS THERETO, SUBSTITUTIONS, AND ACCESSORIES THEREFORE, AND REPLACEMENTS AND PROCEEDS.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X [Signature]
(Signature of Debtor)

TOBIAS KAYE - PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

I.T.T. COMMERCIAL FINANCE CORP.

[Signature]
(Signature of Secured Party)

KENNETH N. COLLINS - CREDIT MANAGER

Type or Print Above Signature on Above Line

Not Subject to Recordation Tax
 Recordation Tax of \$ _____ on
 Principal Amount of \$ _____ is enclosed/
 has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

LESSEE: ~~DEBTOR~~ James B. Fleck T/A Fleck Machine Company
 (Name or Names)
 7177 Ridge Road, Hanover, Maryland 21076
 (Address)

DEBTOR: _____
 (Name or Names)

 (Address)

LESSOR: ~~SECURED PARTY~~ Signet Leasing and Financial Corporation
 (Name or Names)
 P. O. Box 2373, Baltimore, Maryland 21203
 (Address)

3 ASSIGNEE (if any)
 of SECURED PARTY: _____
 (Name or Names)

 (Address)

4 This Financing Statement covers the following types (or items) of property:

One (1) Matsuura Model MC-510V Machining Center (S/N 870205863), with Yasnac Model MX-3 Control (S/N S66368116), 10,000 RPM spindle, G12/13 circle cutting feature, G25 program copy, 492' memory extension & coolant commander; two (2) Almco Model V1615 Burr Batch, one (1) Almco AC2 DAW cyclonic filtration unit, two (2) elapsed timers, including all present attachments and accessories and any replacements thereto.

RECORD FEE 12.00
 SERVICE .50
 JUN 15 11:42 AM '87
 JUN 15 87

THIS FILING REPRESENTS A LEASE AND IS NOT SUBJECT TO RECORDATION TAX.

ul

5 The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

LESSEE: ~~DEBTOR~~
 James B. Fleck T/A Fleck Machine Company
 By: James B. Fleck owner
 James B. Fleck (Title)
 (Type or print name of person signing)

LESSOR: ~~SECURED PARTY~~
 Signet Leasing and Financial Corporation
 By: [Signature]
 (Type or print name of person signing)

By: _____
 (Title)

 (Type or print name of person signing)

125

Return To: Signet Leasing & Financial Corporation
 P.O. Box 2373 Baltimore, MD 21203

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1 DEBTOR: Warren Richardson, Inc. T/A Benfield Shell
(Name or Names)
Melrose Lane and Benfield Rd, Severna Park Md 21146
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2 SECURED PARTY: Laureldale Leasing Associates
(Name or Names)
16S. Calvert St, Suite 400 Baltimore Md 21202
(Address)

3 ASSIGNEE (if any)
 of SECURED PARTY: _____
(Name or Names)

(Address)

4 This Financing Statement covers the following types (or items) of property:

1-Allen Engine Analyzer
 Model #62-490
 A6H-0120

RECORD FEE 12.00
 STATE .50
 JUN 15 1987

JUN 15 87
 ul

NOT SUBJECT TO RECORDATION TAX

5 The above described goods are affixed to, or are to be affixed to the following described real estate:

1/60
 Proceeds of Collateral are covered hereunder: Yes No
 Profits of Collateral are also covered: Yes No

DEBTOR(S):
Warren Richardson, Inc. T/A Benfield Shell
 By: *Warren Richardson*
(Title)

(Type or print name of person signing)

SECURED PARTY:
Laureldale Leasing Associates
 By: *Cynthia R. Blum*

(Type or print name of person signing)

By: _____
(Type or print name of person signing)

Return To: - **Data File Services**
 1728 Olympic Boulevard
 Santa Monica, CA 90404

268103

BOOK 513 PAGE 391

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Cardinal Industries, Inc. 4351 Donlyn Court Columbus, Ohio 43232	2 Secured Party(ies) and Address(es) THE HUNTINGTON LEASING COMPANY 41 South High Street Columbus, Ohio 43287	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 010378 0345 R01 714:31
---	---	--

4 This financing statement covers the following types (or items) of property: See Exhibit "A" attached and made a part hereof. Not Subject to Recordation Tax	5. Assignee(s) of Secured Party and Address(es) JUN 15 87 llc
---	---

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

Check if covered: Products of Collateral are also covered No. of additional sheets presented:

Filed with Anne Arund County, Secretary of State ~~Florida~~ Sch 04-09 Maryland
(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

By: Cardinal Industries, Inc. Signature(s) of Debtor(s)
By: THE HUNTINGTON LEASING COMPANY Signature(s) of Secured Party(ies)

FILING OFFICER COPY

268110

BOOK 513 PAGE 393

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Peterson, Teresa C.
Peterson, Robert T.
1546 Ritchie Lane
Annapolis, Md. 21401

2. Secured Party(ies) and address(es)
Riggs National Bank of Wash DC
1120 Vermont Ave., NW
Washington, D.C. 20005

3. Maturity Date (if any):
For Filing Officer (Date, Time, Number,
and Filing Office)

4. This financing statement covers the following types (or items) of property:

1983 Pearson 30', HIN# PEA71060M83G, Official #661695
13hp Yanmar diesel engine, #04792

SECURED FEE 12.00
POSTAGE .50
ALB001 0345 R01 114:32
JUN 15 87

5. Assignee(s) of Secured Party and
Address(es) *ul*

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Robert T. Peterson
Robert T. Peterson
By: *Teresa Peterson*
Teresa Peterson (Signature(s) of Debtor(s)) Peterson

J. A. Molster
J. A. MOLSTER
By: *J. A. Molster*
Vice President
(Signature(s) of Secured Party(ies))

(1) Filing Officer Copy - Alphabetical

12/50 STANDARD FORM - FORM UCC-1.

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

BOOK 513 PAGE 394

DATE: May 5, 1987

(X) Not Subject to Recordation Tax

268111

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Shore Sails, Inc.

ADDRESS: 7310 Edgewood Road
Annapolis, Maryland 21403

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
ADDRESS: CONSUMER/COMMERCIAL LENDING DEPARTMENT
P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

1986 Soling 27' Sailboat, #778

RECORDING FEE 11.00
STAMP FEE .50
JUN 15 1987 11:43 AM
u

DEBTOR(S):

Shore Sails, Inc.
(Company Name)

BY: *Charles Millican* (Pros)
Charles Millican

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVING BANK

BY: *Robert E. Mann*
(Authorized Signature)

Robert E. Mann, Commercial Loan Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11-50

268112

BOOK 513 PAGE 395

Anne Arundel
5/26/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
---	--

This financing statement Dated 5/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
 Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD
 Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated 11/6/85, Schedule # 02, dated 11/12/85 between Assignor as Lessor and Lease Account # 586011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/26/87 between Assignor and Assignee:

SEE ATTACHED LIST

RECORDED 14.00
 INDEXED 1.00
 JUN 15 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
 (Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
 Type or Print Above Signature on Above Line

 (Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

John S. Tuccitto, V.P.
 (Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

RECORD FEE 11.00
 POSTAGE .50
 JUN 15 87

Filed in Anne Arundel County

*not subject to Recordation Tax -
 Equipment lease*

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Quietwriter Printer
1 (one)	Quietwriter Sheet Feeder
1 (one)	Quietwriter Tractor
1 (one)	Parallel Printer Cable
2 (two)	Monochrome Printer Adapter
2 (two)	IBM PC, 256K, Keyboard, Controller
2 (two)	Dual Teac 1/2 Height Floppy
2 (two)	Amdek 310A Monitors
1 (one)	Parallel Printer Label
1 (one)	Epson FX 80
3 (three)	IBM PC, 256K Keyboard Controller
3 (three)	Dual Teac 1/2 Height
3 (three)	Monochrome Printer Adapter
3 (three)	Amdek 310A Monitors
4 (four)	IBM PC, 256K, Keyboard and Controllers
3 (three)	Dual Teac 1/2 Height Floppy Drives
1 (one)	Dual Full Height Drives
5 (five)	Monochrome Monitor/Printers
1 (one)	Paradise MGC Graphics Board
1 (one)	Paradise Parallel A Module
6 (six)	Monochrome Monitor
2 (two)	IBM PC/AT 512K 1.2MBYTE Floppy
2 (two)	Mountain 27 MBYtle Tape
2 (two)	Quietwriter Printers
2 (two)	Quietwriter Sheet Feeders
2 (two)	Quietwriter Tractors
2 (two)	Parallel Printer Cables
3 (three)	3 com Etherlink Boards
2 (two)	3 Com Etherstart Rom
1 (one)	Terminator Kit
2 (two)	IBM PC, 256K, Keyboard & Controller S/N 1251034, 1261586
2 (two)	Dual Teac 1/2 Height Floppy S/N 1004403, 1004404
2 (two)	Monochrome Monitor/Printer Adap.
2 (two)	Amalek 310A Monitors S/N 5092975, 5093374
1 (one)	6 Pak (384K)

SIGNET / MD

BY: _____

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: _____

TITLE: Frank J. Sarro III, Exec.V.P

268113

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)
Bell, David R.
Bell, Patricia S.
1148 Delaware Ave., Box 100
Churchton, Md. 20733

2. Secured Party(ies) and address(es)
Riggs National Bank of Wash DC
1120 Vermont Ave., NW
Washington, D.C. 20005

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
NOTARIAL FEE (300) 114.16
JUN 15 87

4. This financing statement covers the following types (or items) of property:

1987 Cabo Rico 38', HIN# CQB38118J687
46hp Westerbeke diesel engine, #DQ150858

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: David R. Bell
Patricia S. Bell
Signature(s) of Debtor(s)

By: J. A. Molster
J. A. MOLSTER
Vice President
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

WTDEML01.FIS
0460

268114

800 513 PAGE 308

Financing Statement covers

BC-4317

FINANCING STATEMENT

1. Name of Debtor: HANOVER GENERAL PARTNERSHIP
Address: 7223 Parkway Drive South
Hanover, Maryland 21076
2. Name of Secured Party: THE PENN MUTUAL LIFE INSURANCE
COMPANY
Address: 510 Walnut Street
Philadelphia, PA 19172
3. This Financing Statement covers the following types (or items) of property:

(a) All fixtures, appliances, machinery, furniture and equipment of any nature whatsoever, and other articles of personal property owned by Debtor now or at any time hereafter installed in, attached to or situated in or upon the real estate hereafter referenced or any buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the real estate, or in the operation of any buildings and improvements now or hereafter erected thereon, or in the operation or maintenance of any such building or improvement, plant or business situate thereon, whether or not the personal property is or shall be affixed thereto, including but not limited to all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner, but excluding all improvements, materials, movable fixtures and personal property affixed to or within the aforesaid real estate which are owned by the tenants of space under occupancy leases, and their respective assignees and/or sublessees, unless such improvements, buildings and materials become the property of Debtor as a result of a termination of such occupancy lease, in which event the aforesaid shall be subject hereto. The real estate referred to herein is that described in a certain Mortgage and Security Agreement dated June 10, 1987 (the Mortgage) from the Debtor to the Secured Party, said real estate being located in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All awards and other compensation heretofore and hereafter to be made to Debtor for any taking by eminent domain, either permanent or temporary, of all or any part of the said real estate or any easement or appurtenance thereof, including

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severance and consequential damage and change in grade of streets.

(c) All revenues, rents, issues, profits, royalties, income, reversions and remainders derived from the above described real estate or any buildings and improvements now or hereafter erected thereon, subject to the right, power and authority of Debtor to collect and apply such rents prior to default under the Mortgage.

(d) All of the right, title and interest of Debtor in and to all leases or subleases now existing or hereafter arising covering all or any portion of the above described real estate or any buildings or improvements now or hereafter erected thereon, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature.

(e) To the fullest extent permitted by applicable law, all permits, licenses, franchises and other governmental authorizations now or hereafter issued in connection with the design, construction, development and operation of the real estate or of any buildings and improvements now or hereafter erected thereon.

(f) The name under which the real estate or any improvements or buildings now or hereafter erected thereon are now or hereafter operated and any and all other trade names and marks, logos and other identifying materials used with respect to the ownership, development or operation of the real estate and the buildings or improvements now or hereafter erected thereon, including, without limitation, all offering materials, advertisements and related items.

(g) Any and all agreements, whether now in existence or hereafter entered into (i) providing for payments to be made to Debtor by any party in connection with the real estate or any improvements or buildings now or hereafter erected thereon, (ii) with any governmental authority relating to the development of the real estate or off-site improvements related thereto, and (iii) granting or creating any easements benefitting the real estate.

4. Proceeds and products of all collateral are covered.
5. Recordation tax on the principal sum of \$8,350,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Mortgage.

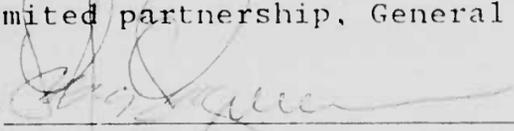
6. The record owner of the real property described in the Deed of Trust is the Debtor.

Debtor:

HANOVER GENERAL PARTNERSHIP

By 
Douglas H. Legum
General Partner

By Parkway Industrial Center
Limited Partnership, a Maryland
limited partnership, General Partner

By 
Leslie Legum
General Partner

Mr. Clerk: Return to Margot S. Leboyitz, Esquire
Drinker, Biddle & Reath
ATLANTIC TITLE COMPANY Philadelphia National Bank Building
36 South Charles Street Broad and Chestnut Streets
2301 Charles Center Philadelphia, Pennsylvania 19107
Baltimore, MD 21201

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BOOK 513 PAGE 401

EXHIBIT A

PROPERTY DESCRIPTION

All that lot or parcel of land situate, lying and being in Anne Arundel County, Maryland, more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 101 as shown on Amended Plat of One, "Parkway Industrial Center II" Phase II, and recorded among the Land Records of Anne Arundel County in Plat Book No.96, folio 50.

268115

513 402 26-2537

[DOCUMENT NOT SUBJECT TO RECORDATION TAX]

FINANCING STATEMENT

TO BE RECORDED
IN THE CHATTEL RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND

Date: June 11, 1987

1. NAME AND ADDRESS
OF DEBTOR:

NEW RIDGE LIMITED PARTNERSHIP, a
Maryland limited partnership
c/o P. Fred'k Obrecht
Management Co.
9475 Deereco Road
Timonium, Maryland 21093

2. NAME AND ADDRESS
OF SECURED PARTY:

Confederation Life Insurance
Company
321 Bloor Street East
Toronto, Canada M4W 1H1

3. PURPOSE:

This Financing Statement gives
notice of and perfects a secur-
ity interest granted by the
Debtor to the Secured Party (or
for the benefit of the Secured
Party) under and pursuant to a
Deed of Trust, dated June 11,
1987 (the "Deed of Trust"),
between the Debtor and Merrill
A. Yavinsky and Mallory Walker
as security for a loan made by
the Secured Party to the Debtor.

4. PROPERTY COVERED:

This Financing Statement covers
the following types (or items)
of property:

All of the Debtor's right, title
and interest in and to: all
buildings and improvements which
are now on or which hereafter
may be erected or placed upon
the land and premises described
in Schedule "A" hereto and
incorporated herein by ref-
erence; all and singular the
tenements, hereditaments, ease-
ments, rights of way, franchises,
licenses, permits and appur-
tenances now or hereafter there-
unto belonging or in anywise
appertaining, and the reversion
or reversions, remainder and
remainders; and also all present
and future leases of said real
property or any part thereof,

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and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same, and of, in and to every part and parcel thereof; and also all right, title and interest of the Debtor, if any, in and to the land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the said real estate to the center line thereof, together with the following: all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods, and all building materials, supplies and equipment now or hereafter delivered to the said real estate and intended to be therein or thereon installed or incorporated (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, and all of the right, title and interest of Debtor in and to any Equipment

which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement; and all chattel and fixture items of every type now or hereafter owned by the Debtor and used or useable in conjunction with the said real estate, including but not limited to those types of items hereinabove itemized as constituting Equipment; and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to said real estate as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of said real estate, to the extent of all amounts which may be secured by the Deed of Trust at the date of receipt of any such award or payment by the Secured Party, and of the reasonable attorneys' fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

5. RECORD OWNER:

The Record Owner of the land and premises is the Debtor.

6. PROCEEDS:

Proceeds of the property are covered.

NEW RIDGE LIMITED PARTNERSHIP, a Maryland limited partnership

WITNESS:

By: P. Fred'k Obrecht Management Co., a Maryland general partnership, General Partner

N. John Bremekmann III
N. JOHN BREMEKMAN, III
 (WITNESS)

By: *T. F. Obrecht* (Seal)
THOMAS F. OBRECHT,
 General Partner

Return to:

Philip A. Gorelick, Esquire
 Melrod, Redman & Gartlan
 A Professional Corporation
 Suite 1100-K
 1801 K Street, N.W.
 Washington, D.C. 20006

SCHEDULE "A" TO THE FINANCING STATEMENT

513 405

BEING KNOWN AND DESIGNATED as Lot No. 3, as shown on a Plat entitled, "Mytech Property" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 92, folio 35.

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 15,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Carl Philip Spahn, Jr. Debra Ann Spahn	104 Claiborne Road Edgewater, Maryland 21037

<u>Secured Party</u>	<u>Address</u>
Farmers National Bank of Md.	5 Church Circle Annapolis, Maryland 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Wang VS-15 Mini Computer
Wang 64K Archiving Workstation
(1) 90 Megabyte Disk Drive

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Carl Philip Spahn, Jr.
.....
Carl Philip Spahn, Jr.
Debra Ann Spahn
.....
Debra Ann Spahn

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY *[Signature]*

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

10/1/89

268121

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$24900.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

C. C. Purner & Sons Well Drilling

P.O. Box 172
Galesville, MD 20765

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

T-300 Parson Trencher S/N 300017
Mastertrack Trailer S/N 1C9AH2M22HG099096

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Purner & Son's Well Drilling
C.C. Purner, Jr.

FARMERS NATIONAL
BANK OF MARYLAND

BY: *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11-17-87

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 BOOK 513 PAGE 408 Identifying File No. 268125

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 27, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Computer Works, Inc.
Address 929 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name WCI Financial Corp.
Address 852 Feehanville Drive, Mount Prospect, IL 60056

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All accounts generated by Computer Works, Inc. that are "Accounts" or "Charge Accounts" as defined in that certain KAYPRO CARD CHARGE PLAN RETAIL ACCOUNTS MERCHANT AGREEMENT dated May 13, 1987 between WCI Financial Corp. and Computer Works, Inc. which are purchased by WCI Financial Corp. pursuant to said Agreement, including proceeds.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

COMPUTER WORKS, INC.
By: X Anthony Scarf President
(Signature of Debtor)

Anthony Scarf
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

WCI Financial Corp.

R. N. Friedlander
(Signature of Secured Party)

R. N. Friedlander, Vice-President
Type or Print Above Signature on Above Line

FINANCING STATEMENT

268126

1. Names of Debtor: KRUPNIK BROS., INC.
Address: P.O. Box 97
Glen Burnie, Maryland 21061
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
10 Light Street
Baltimore, Maryland 21202

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3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by the Debtor which does not benefit the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 29, _____, 1987 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

(d) Proceeds and products of all collateral are covered.

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BOOK 513 PAGE 410

4. Recordation tax on the principal sum of \$300,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland upon recording of the Deed of Trust.

Debtor:

KRUPNIK BROS., INC.

By *Stephen J. Krupnik*
President

Secured Party:

MARYLAND NATIONAL BANK

By *Dennis R. Glasgow*
Dennis R. Glasgow
Assistant Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert, Esquire

RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BOOK 513 PAGE 411

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 37, and 38, Block C as shown on the Plat of Arundel Manor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 3 (formerly Liber WNW 54, folio 312).

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 513 PAGE 412

Identifying File No. 268127

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KDT, INC. DBA Rent America
Address 7532 Ritchie Hwy. Glen Burnie, MD 21601

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1101 Kennedy Rd Suite 112 P.O. Box 68
Windsor, CT 06095

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED COLLATERAL DESCRIPTION MADE
A PART HEREOF:

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)
XX (Products of collateral are also covered)

KDT, INC.
Kenneth W. Cox
(Signature of Debtor)

KENNETH W. COX
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Borg-Warner Acceptance Corporation
David Piercy
(Signature of Secured Party)

David Piercy
Type or Print Above Signature on Above Line

SCHEDULE A

BOOK 513 PAGE 413

- A. All inventory of goods, new or used, wherever located, now owned or hereafter acquired and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto, and all other goods used or intended to be used in conjunction therewith, and all proceeds of the foregoing; and
- B. All accounts, contract rights, rental contracts and/or lease agreements, accounts receivable, rental and/or lease accounts receivable and general intangibles, presently existing or hereafter arising, wherever located and all chattel paper and rental contracts and/or lease agreements pursuant to which we rent or lease inventory described above, along with all inventory returned to or possessed by the Debtor; and
- C. All proceeds of every kind and character which shall include, but is not limited to, all rental income arising from the rental and/or lease of inventory or from the sale or other disposition of same. Rental income shall include all payments received in consideration of the rental or sale of inventory whether in the form of checks, cash, money orders, drafts, deposits, or any other remittances.

* SECURED OBLIGATION NOT SUBJECT TO MATURITY DATE*

X Kenneth W. Cox

FINANCING STATEMENT

268139

BOOK 513 PAGE 414

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$525,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Surachai Gosakwatana and
Somkio Danzer

ADDRESS:

Fort Meade Road
Laurel, Maryland

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Charles A. Dukes, Jr.

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.

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LAW OFFICES
JOHN J. DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LATHAM MARYLAND 20706
(301) 459-4000
(301) 459-5600

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as 0.99 ACRES & 0.7788 ACRES, SOUTH SIDE OF FORT MEADE ROAD ANNE ARUNDEL COUNTY, MARYLAND and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: June 1, 1987



(SEAL)

Surachai Gosakwatana



(SEAL)

Somkio Danzer

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.
11700 Beltsville Drive
Beltsville, Maryland 20705

30083

BEGINNING FOR THE first at a point on the Southwest right-of-way line of Maryland Route 602 (Laurel Road), 60 feet wide; said point of beginning marks the end of the first or 130.95 foot line described in that conveyance from Albert H. Waters, et al. to Harry Fineblum by Deed dated July 1, 1959 and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1310, folio 78. Thence from the point of beginning so fixed leaving said first line and binding on the Southwest right-of-way line of Maryland Route 602, 60 feet wide, along a regular curve to the left, having a radius of 3849.72 feet and a chord South 71 degrees 12 minutes 49.5 seconds East 48.25 feet, a distance 48.25 feet; thence leaving said right-of-way line and running for a line of division, previously made, through that conveyance from T. Claude Welsh to Warner W. Waters by deed dated November 13, 1923 and recorded among the land records of Anne Arundel County in Liber WNW No. 69, Folio 340, South 20 degrees 45 minutes 20 seconds West 385.32 feet to intersect the Southwest outline of the aforementioned conveyance to Waters; thence binding on part of said Southwest outline, as previously surveyed, North 49 degrees 55 minutes 30 seconds West 43.00 feet; said last mentioned point marks the end of the third or South 19 degrees 34 minutes 10 seconds West 354.87 foot line described in the aforementioned conveyance to Fineblum; thence continuing the said Southwest outline as previously surveyed and binding on the outline of said conveyance to Fineblum, North 49 degrees 55 minutes 30 seconds West 85.50 feet; thence leaving said conveyance to Waters and still binding on the outline of said conveyance to Fineblum the following 2 courses and distances: North 77 degrees 18 minutes 00 seconds West 27.50 feet; thence North 15 degrees 39 minutes 10 seconds East 223.38 feet to intersect the Southwest right-of-way line as shown on the State Roads Commission Plat No. 22576; said last mentioned point marks the Westernmost corner of that conveyance from Harry Fineblum and Norma Fineblum, his wife, to the Maryland State Roads Commission by deed dated February 9, 1960 and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1369, folio 481; thence leaving said conveyance to Fineblum and binding on the outline of said conveyance to the State Roads Commission, along said Southwestmost right-of-way line, with meridian corrected, along a regular curve to the left, having a radius of 3970.72 feet and a chord South 69 degrees 57 minutes 24.5 seconds East 122.64 feet, a distance of 122.65 feet to intersect the Southeasternmost outline of the aforementioned conveyance to Fineblum thence leaving said right-of-way line and still binding on the outline of said conveyance to the State Roads Commission and binding on said Southeasternmost outline, reversely, North 19 degrees 34 minutes 10 seconds East 120.99 feet to the point of beginning.

Containing 0.99 of an acre of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, county surveyor, March 23, 1960.

Beginning for the second as a point on the Southwesternmost right-of-way line of Maryland Route No. 602 (Laurel Road) all as shown on State Roads Commission Plat No. 5655; said point marks the point of beginning described in that conveyance from Albert H. Waters and Virginia Waters, his wife, et al. to Harry Fineblum by deed dated July 1, 1959 and recorded among the land records of Anne Arundel County in Liber GTC No. 1310, folio 78. Thence from the point of beginning so fixed leaving said Maryland Route 602 and binding on part of the 6th or 344.91 feet line reversely, described in the aforementioned conveyed to Fineblum, South 15 degrees 39 minutes 10 seconds West 338.51 feet to intersect an existing stream; thence leaving said 6th line and binding on the center line of the existing stream as now located and as now surveyed, the following two chords; North 47 degrees 39 minutes 10 seconds West 33.90 feet; thence South 86

degrees 54 minutes 10 seconds West 73.63 feet; thence leaving the center line of said stream and running for a line of division as now established parallel to and distant 100.00 feet northwesterly at right angles from said 6th line, North 15 degrees 39 minutes 10 seconds East 357.90 feet to intersect the aforementioned Southwesternmost right-of-way line of said Maryland Route 602; thence binding on part of said Southwesternmost right-of-way line along a regular curve to the left having a radius of 3849.72 feet, a distance of 100.60 feet to the point of beginning.

Containing 0.7788 of an acre of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, County Surveyor dated December 9, 1964.

Subject, however, to that portion of the State Road right-of-way as shown on the State Roads Commission Plat No. 22576.

Being the same lots of ground which by Deed dated January 3, 1969 and recorded among the land records of Anne Arundel County in Liber 2266, folio 499, were granted and conveyed by Equitable Holding Corporation to Harry Fineblum and Barney Fineblum, Co-Partners, trading as 602 Realty Company, the within Grantor.

now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

/ / B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

/ / C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

/ / D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned or hereafter acquired together with all cash and non-cash proceeds and products thereof.

/ / E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise

to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

/ / F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and noncash proceeds and products thereof.

/ / G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and now and hereafter affixed accessions thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

/ / H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part

hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops of the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR(S):

CLUB 602 ENTERPRISES, INC.

By: John Gosak (Seal)

Title: PRESIDENT

By: Samkind Denzer (Seal)

Title: _____

SECURED PARTIES:

Charles I. Warfield

Jayne H. Warfield

Schedule A
INVENTORY LIST

BOOK 513 PAGE 422

KITCHEN (Room Off Kitchen):

1. Large Exhaust Fan
2. Water Treatment System:
 - Air Separation Tank
 - Salt Container
 - Chlorine Container
 - Pump
 - Well Pump (Outside)
 - Salt and Chlorine Chemicals

KITCHEN:

1. 9 - 4-legged Stainless Steel Tables
2. 2 - Large Pizza Ovens
3. 1 - Pasta Machine
4. 1 - Electric Slicer
5. 2 - Sandwich Bars (Electric)
6. 1 - Refrigerator
7. 1 - 2-door Reach In Cooler
8. 1 - 4-slice Toaster
9. 2 - Electric Cooking Grills
10. 1 - 2-burner Stove
11. 1 - Toastmaster Bun Warmer
12. 2 - Food Warmers
13. 1 - Large Can Opener
14. 1 - Double-light Food Warmer
15. 2 - Double Deep Fat Fryers
16. 1 - Small Roll Table
17. 1 - Kiddle Hood Fire Extinguisher System
18. 1 - Food Scale
19. 1 - Large Cooking Hood and Exhaust System
20. Enumerable Large, Medium and Small Pizza Pans
21. Enumerable Pots and Pans and Pizza Paddles, Soup Pots, etc.
22. Several Large Chaffing Dishes
23. Several Trays (Various Sizes)
24. 1 - Electric Fan (Large Portable)

WASH ROOM:

1. 1 - Large 3-Compartment Sink (Stainless)
2. 1 - Stainless Steel 4-legged Work Table
3. 1 - Large Drawered Wood Work Table
4. 2 - Wheeled Mop Buckets and Mops, Tools, Shovels

PANTRY:

1. 2 - Large Upright 1-doored Food Freezers
2. 1 - Large Coffee Unit
3. Wooden Shelves
4. Blender
5. Bar Accessories (Fruit Containers, Mixers, etc.)
6. 1 - Wall Coat and Hat Rack

ICE MACHINE ROOM:

1. 2 - 600 lb. "Crystal Tip" Ice Machines in Storage
2. 2 - Wheelbased Stainless Steel "Silent Buttlers" with pans.
3. 2 - Drawer Waitress Stations
4. 1 - Double Coffee Pot, Coffee Maker - (BUNN)
5. 1 - Electric Clock
6. 3 - Formica Eating Table (Single Pedestal)
7. 1 - Erasable Easel-type Bulletin Board
8. 1 - Large Fire Extinguisher
9. 10-12 - 30-Gallon Trash Cans

BAR (Large):

1. 3 - Large 3 Compartment Beverage Coolers
2. 2 - Double-legged - Keg and Beverage Coolers
3. 2 - Blenders
4. 2 - Electronic Cash Registers (SWEDA)
5. 4 - Tiffany Lights
6. 2 - Drawered and Compartment Cash Register Tables
7. 3 - Stainless Steel Dry Sinks
8. 1 - 3-Compartment Wash Sinks (Stainless)
9. 2 - Stainless Silent-Butler Tables
10. 1 - Large Wood Work Table
11. 1 - 4-Blade Ceiling Fan
12. 2 - Coast Lights
13. 2 pairs of Brass Service Rails
14. 1 - Electric Cigarette Machine
15. 1 - TV Hanging Shelf
16. 1 - 19" Color TV
17. 6 - Pictures and 2 Decorative Eagles on Wall
18. 1 - NCR Cash Register and Wood Cash Register Table in Lounge Hall
19. 1 - Pot of Artificial Ferns
20. 42 - Bar Stools (Bashed and Rotating)

DART ROOM:

1. Dart Boards and Black Boards
2. 1 - Wall Storage Cabinet

DINING ROOM:

1. 5 - 4-light Chandeliers
2. 1 - Desk Waitress Table
3. Disco Lights (Star, Strobe, Mirrors, Mirrored Ball, etc.)
4. 1 - Electronic Programable Electric Sign
5. 1 - Giant Projection-Type TV
6. 1 - Mirrored Disco Light Control Center
7. 4 - Large Round Eating Tables
8. 24 - Double Orange Covered Booth Seats
9. 9 - Single Orange Covered Booth Seats
10. 22 - Assorted Wall Pictures
11. 47 - 24x24 Single Pedestal Tables
12. 8 - 29x24 Single Pedestal Tables
13. 25 - 44x24 Single Pedestal Tables
14. 1 - 6'x3' Folding Legged Table
15. 1 - Dry-Wet Vacuum
16. 1 - Fire Extinguisher
17. 1 - Emergency Light System
18. 2 - 4-blade Ceiling Fans
19. 114 - Dining Room Chairs
20. 4 - Round Padded Bar Stools

LOWER SERVICE BARS:

1. 1 - SWEDA Electronic Cash Register
2. 1 - Large Stainless Sink
3. 1 - 3-Compartment Beverage Cooler
4. 1 - Metal Storage Cabinet
5. 1 - Stainless Work Table
6. 2 - Padded Round Bar Stools
7. 1 - Small Fire Extinguisher

PACKAGE STORE AND STORE ROOM:

1. 2 - 4-Blade Ceiling Fans
2. 1 - 4-Door Wine Cooler
3. 1 - Door Upright Freezer
4. 1 - Plastic Ice Chest (Coleman)
5. 1 - 2-Door Imported Beer Cooler
6. 1 - 7-Door Walk-In Beer Cooler
7. 2 - 7JA4 (Model 562) Cash Register
8. 5 - Dollies
9. 1 - Emergency Light System
10. 1 - ADT Burglar Alarm System (Operates for Entire Building)
11. 2 - NCR Cash Registers (Storage Room)
12. 2 - Shopping Carts
13. 2 - Fire Extinguishers
14. 1 - Large Round Security Mirror
15. 1 - Electric (False) Security Camera
16. 2 - Chrome Clothes Racks
17. 1 - Wood Glass Shelved Cabinet
18. 9 - Metal Wine Racks

OFFICE:

- 1. 1 - Metal Desk
- 2. 1 - Double-Door Storage Cabinette
- 3. 1 - Double-Door Large Safe
- 4. 1 - Single-Door Small Sage (Wards)
- 5. Electronic Beer (Draft) Counting System
- 6. 1 - 4-Drawer Filing Cabinette
- 7. 1 - "Paymaster" Check Writing Machine
- 8. 2 - Chairs
- 9. 1 - Hard Board Chair Pad
- 10. 3 - Electric Fans (1 Large, 1 Medium, 1 Small)
- 11. 1 - Medium-Sized Speaker

DINING ROOM/STORAGE ROOM:

- 1. Dry-Wet Vacuum Cleaner
- 2. 3 Boxes of Large Plastic Letters for Marque
- 3. Large Table with Folding Legs
- 4. 2-3 Boxes of Dishes

limitation, all proceeds of any insurance policies covering all or any party of such property:

A. Inventory. All of the inventory of each Debtor, both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned or hereafter acquired together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and noncash proceeds and products thereof.

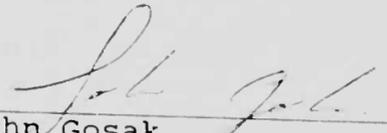
G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions,

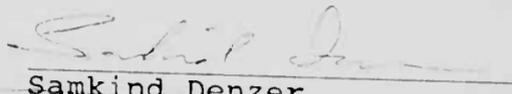
parts, fittings, accessories, special tools, attachments and now and hereafter affixed accessions thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

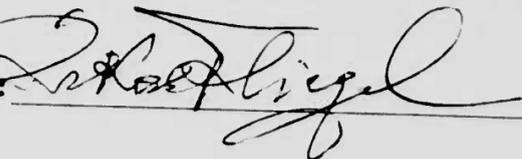
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops of the real estate described on Schedule A attached hereto and made a part hereof by reference.

Debtors

 (Seal)
John Gosak

 (Seal)
Samkind Denzer
Sams Danner

Secured Party
Fliegel Real Estate

BY: 

INVENTORY LISTKITCHEN (Room Off Kitchen):

1. Large Exhaust Fan
2. Water Treatment System:
 - Air Separation Tank
 - Salt Container
 - Chlorine Container
 - Pump
 - Well Pump (Outside)
 - Salt and Chlorine Chemicals

KITCHEN:

1. 9 - 4-legged Stainless Steel Tables
2. 2 - Large Pizza Ovens
3. 1 - Pasta Machine
4. 1 - Electric Slicer
5. 2 - Sandwich Bars (Electric)
6. 1 - Refrigerator
7. 1 - 2-door Reach In Cooler
8. 1 - 4-slice Toaster
9. 2 - Electric Cooking Grills
10. 1 - 2-burner Stove
11. 1 - Toastmaster Bun Warmer
12. 2 - Food Warmers
13. 1 - Large Can Opener
14. 1 - Double-light Food Warmer
15. 2 - Double Deep Fat Fryers
16. 1 - Small Roll Table
17. 1 - Kiddle Hood Fire Extinguisher System
18. 1 - Food Scale
19. 1 - Large Cooking Hood and Exhaust System
20. Enumerable Large, Medium and Small Pizza Pans
21. Enumerable Pots and Pans and Pizza Paddles, Soup Pots, etc.
22. Several Large Chaffing Dishes
23. Several Trays (Various Sizes)
24. 1 - Electric Fan (Large Portable)

WASH ROOM:

1. 1 - Large 3-Compartment Sink (Stainless)
2. 1 - Stainless Steel 4-legged Work Table
3. 1 - Large Drawered Wood Work Table
4. 2 - Wheeled Mop Buckets and Mops, Tools, Shovels

PANTRY:

1. 2 - Large Upright 1-doored Food Freezers
2. 1 - Large Coffee Unit
3. Wooden Shelves
4. Blender
5. Bar Accessories (Fruit Containers, Mixers, etc.)
6. 1 - Wall Coat and Hat Rack

ICE MACHINE ROOM:

1. 2 - 600 lb. "Crystal Tip" Ice Machines in Storage
2. 2 - Wheelbased Stainless Steel "Silent Buttlers" with pans.
3. 2 - Drawer Waitress Stations
4. 1 - Double Coffee Pot, Coffee Maker - (BUNN)
5. 1 - Electric Clock
6. 3 - Formica Eating Table (Single Pedestal)
7. 1 - Erasable Easel-type Bulletin Board
8. 1 - Large Fire Extinguisher
9. 10-12 - 30-Gallon Trash Cans

BAR (Large):

1. 3 - Large 3 Compartment Beverage Coolers
2. 2 - Double-legged - Keg and Beverage Coolers
3. 2 - Blenders
4. 2 - Electronic Cash Registers (SWEDA)
5. 4 - Tiffany Lights
6. 2 - Drawered and Compartment Cash Register Tables
7. 3 - Stainless Steel Dry Sinks
8. 1 - 3-Compartment Wash Sinks (Stainless)
9. 2 - Stainless Silent-Butler Tables
10. 1 - Large Wood Work Table
11. 1 - 4-Blade Ceiling Fan
12. 2 - Coast Lights
13. 2 pairs of Brass Service Rails
14. 1 - Electric Cigarette Machine
15. 1 - TV Hanging Shelf
16. 1 - 19" Color TV
17. 6 - Pictures and 2 Decorative Eagles on Wall
18. 1 - NCR Cash Register adn Wood Cash Register Table in Lounge Hall
19. 1 - Pot of Artificial Ferns
20. 42 - Bar Stools (Bashed and Rotating)

DART ROOM:

1. Dart Boards and Black Boards
2. 1 - Wall Storage Cabinet

DINING ROOM:

1. 5 - 4-light Chandeliers
2. 1 - Desk Waitress Table
3. Disco Lights (Star, Strobe, Mirrors, Mirrored Ball, etc.)
4. 1 - Electronic Programable Electric Sign
5. 1 - Giant Projection-Type TV
6. 1 - Mirrored Disco Light Control Center
7. 4 - Large Round Eating Tables
8. 24 - Double Orange Covered Booth Seats
9. 9 - Single Orange Covered Booth Seats
10. 22 - Assorted Wall Pictures
11. 47 - 24x24 Single Pedestal Tables
12. 8 - 29x24 Single Pedestal Tables
13. 25 - 44x24 Singe Pedestal Tables
14. 1 - 6'x3' Folding Legged Table
15. 1 - Dry-Wet Vacuum
16. 1 - Fire Extinguisher
17. 1 - Emergency Light System
18. 2 - 4-blade Ceiling Fans
19. 114 - Dining Room Chairs
20. 4 - Round Padded Bar Stools

LOWER SERVICE BARS:

1. 1 - SWEDA Electronic Cash Register
2. 1 - Large Stainless Sink
3. 1 - 3-Compartment Beverage Cooler
4. 1 - Metal Storage Cabinet
5. 1 - Stainless Work Table
6. 2 - Padded Round Bar Stools
7. 1 - Small Fire Extinguisher

PACKAGE STORE AND STORE ROOM:

1. 2 - 4-Blade Ceiling Fans
2. 1 - 4-Door Wine Cooler
3. 1 - Door Upright Freezer
4. 1 - Plastice Ice Chest (Coleman)
5. 1 - 2-Door Imported Beer Cooler
6. 1 - 7-Door Walk-In Beer Cooler
7. 2 - 7JA4 (Model 562) Cash Register
8. 5 - Dollies
9. 1 - Emergency Light System
10. 1 - ADT Burglar Alarm System (Operates for Entire Building)
11. 2 - NCR Cash Registers (Storage Room)
12. 2 - Shopping Carts
13. 2 - Fire Extinguishers
14. 1 - Large Round Secuirty Mirror
15. 1 - Electric (False) Security Camera
16. 2 - Chrome Clothes Racks
17. 1 - Wood Glass Shelved Cabinette
18. 9 - Metal Wine Racks

OFFICE:

BOOK 513 PAGE 433

1. 1 - Metal Desk
2. 1 - Double-Door Storage Cabinette
3. 1 - Double-Door Large Safe
4. 1 - Single-Door Small Sage (Wards)
5. Electronic Beer (Draft) Counting System
6. 1 - 4-Drawer Filing Cabinette
7. 1 - "Paymaster" Check Writing Machine
8. 2 - Chairs
9. 1 - Hard Board Chair Pad
10. 3 - Electric Fans (1 Large, 1 Medium, 1 Small)
11. 1 - Medium-Sized Speaker

DINING ROOM/STORAGE ROOM:

1. Dry-Wet Vacuum Cleaner
2. 3 Boxes of Large Plastic Letters for Marque
3. Large Table with Folding Legs
4. 2-3 Boxes of Dishes

FINANCING STATEMENT

268142

- 1. To be Recorded in the Financing Statement Records at Anne Arundel County, Maryland.
- 2. To be Recorded among the Financing Statement Records at the Maryland State Department of Assessments & Taxation.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$74,000.00. The Debtor(s) certify(ies) that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

ve

5.	Debtor(s) Name(s)	Address(es)
	John Gosak	3060 Bel Pre Road Apartment 302 Silver Spring, MD 20906
	Samkind Denzer	3060 Bel Pre Road Apartment 302 Silver Spring, MD 20906
6.	Secured Party	Address
	Charles I. Warfield	15620 Riding Stable Road
	Jayne H. Warfield	Laurel, MD 10707

- 7. This Financing Statement covers the following property and all proceeds and products thereof, including, without

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limitation, all proceeds of any insurance policies covering all or any party of such property:

A. Inventory. All of the inventory of each Debtor, both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned or hereafter acquired together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and noncash proceeds and products thereof.

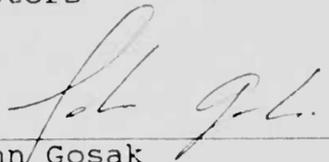
G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions,

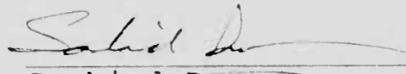
parts, fittings, accessories, special tools, attachments and now and hereafter affixed accessions thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

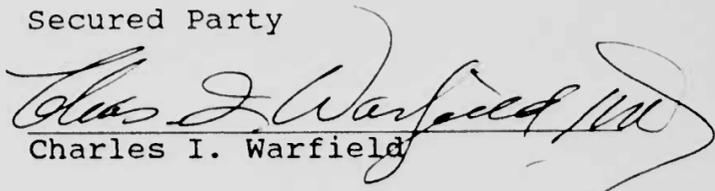
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops of the real estate described on Schedule A attached hereto and made a part hereof by reference.

Debtors

 (Seal)
John Gosak

 (Seal)
Samkind Denzer
SEM KID DANZER

Secured Party


Charles I. Warfield

PANTRY:

1. 2 - Large Upright 1-doored Food Freezers
2. 1 - Large Coffee Unit
3. Wooden Shelves
4. Blender
5. Bar Accessories (Fruit Containers, Mixers, etc.)
6. 1 - Wall Coat and Hat Rack

ICE MACHINE ROOM:

1. 2 - 600 lb. "Crystal Tip" Ice Machines in Storage
2. 2 - Wheelbased Stainless Steel "Silent Buttlers" with pans.
3. 2 - Drawer Waitress Stations
4. 1 - Double Coffee Pot, Coffee Maker - (BUNN)
5. 1 - Electric Clock
6. 3 - Formica Eating Table (Single Pedestal)
7. 1 - Erasable Easel-type Bulletin Board
8. 1 - Large Fire Extinguisher
9. 10-12 - 30-Gallon Trash Cans

BAR (Large):

1. 3 - Large 3 Compartment Beverage Coolers
2. 2 - Double-legged - Keg and Beverage Coolers
3. 2 - Blenders
4. 2 - Electronic Cash Registers (SWEDA)
5. 4 - Tiffany Lights
6. 2 - Drawered and Compartment Cash Register Tables
7. 3 - Stainless Steel Dry Sinks
8. 1 - 3-Compartment Wash Sinks (Stainless)
9. 2 - Stainless Silent-Butler Tables
10. 1 - Large Wood Work Table
11. 1 - 4-Blade Ceiling Fan
12. 2 - Coast Lights
13. 2 pairs of Brass Service Rails
14. 1 - Electric Cigarette Machine
15. 1 - TV Hanging Shelf
16. 1 - 19" Color TV
17. 6 - Pictures and 2 Decorative Eagles on Wall
18. 1 - NCR Cash Register and Wood Cash Register Table in Lounge Hall
19. 1 - Pot of Artificial Ferns
20. 42 - Bar Stools (Bashed and Rotating)

DART ROOM:

1. Dart Boards and Black Boards
2. 1 - Wall Storage Cabinet

DINING ROOM:

BOOK 513 PAGE 440

1. 5 - 4-light Chandeliers
2. 1 - Desk Waitress Table
3. Disco Lights (Star, Strobe, Mirrors, Mirrored Ball, etc.)
4. 1 - Electronic Programable Electric Sign
5. 1 - Giant Projection-Type TV
6. 1 - Mirrored Disco Light Control Center
7. 4 - Large Round Eating Tables
8. 24 - Double Orange Covered Booth Seats
9. 9 - Single Orange Covered Booth Seats
10. 22 - Assorted Wall Pictures
11. 47 - 24x24 Single Pedestal Tables
12. 8 - 29x24 Single Pedestal Tables
13. 25 - 44x24 Singe Pedestal Tables
14. 1 - 6'x3' Folding Legged Table
15. 1 - Dry-Wet Vacuum
16. 1 - Fire Extinguisher
17. 1 - Emergency Light System
18. 2 - 4-blade Ceiling Fans
19. 114 - Dining Room Chairs
20. 4 - Round Padded Bar Stools

LOWER SERVICE BARS:

1. 1 - SWEDA Electronic Cash Register
2. 1 - Large Stainless Sink
3. 1 - 3-Compartment Beverage Cooler
4. 1 - Metal Storage Cabinet
5. 1 - Stainless Work Table
6. 2 - Padded Round Bar Stools
7. 1 - Small Fire Extinguisher

PACKAGE STORE AND STORE ROOM:

1. 2 - 4-Blade Ceiling Fans
2. 1 - 4-Door Wine Cooler
3. 1 - Door Upright Freezer
4. 1 - Plastice Ice Chest (Coleman)
5. 1 - 2-Door Imported Beer Cooler
6. 1 - 7-Door Walk-In Beer Cooler
7. 2 - 7JA4 (Model 562) Cash Register
8. 5 - Dollies
9. 1 - Emergency Light System
10. 1 - ADT Burglar Alarm System (Operates for Entire Building)
11. 2 - NCR Cash Registers (Storage Room)
12. 2 - Shopping Carts
13. 2 - Fire Extinguishers
14. 1 - Large Round Securirty Mirror
15. 1 - Electric (False) Security Camera
16. 2 - Chrome Clothes Racks
17. 1 - Wood Glass Shelved Cabinette
18. 9 - Metal Wine Racks

OFFICE:

1. 1 - Metal Desk
2. 1 - Double-Door Storage Cabinette
3. 1 - Double-Door Large Safe
4. 1 - Single-Door Small Sage (Wards)
5. Electronic Beer (Draft) Counting System
6. 1 - 4-Drawer Filing Cabinette
7. 1 - "Paymaster" Check Writing Machine
8. 2 - Chairs
9. 1 - Hard Board Chair Pad
10. 3 - Electric Fans (1 Large, 1 Medium, 1 Small)
11. 1 - Medium-Sized Speaker

BOOK 513 PAGE 441

DINING ROOM/STORAGE ROOM:

1. Dry-Wet Vacuum Cleaner
2. 3 Boxes of Large Plastic Letters for Marque
3. Large Table with Folding Legs
4. 2-3 Boxes of Dishes

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 513 PAGE 442

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 321332 recorded in Liber 391, Folio 789 on February 3, 1982 (date).

1. DEBTOR(S):
 Name(s): 602 Enterprises, Inc. t/a Club 602
 Address(es): Rt 198
Laurel, Maryland 20707

2. SECURED PARTY:
 Name: Equitable Bank, National Association, successor by merger to
The Equitable Trust Company
 Address: 100 S. Charles Street
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:

602 Enterprises, Inc
t/a Club 602 - by
Chas. F. Wynn (10)
President

SECURED PARTY:

EQUITABLE BANK, National Association

By Richard K. Banks
Richard K. Banks, Vice President

(Type Name and Title)

10
5

PBM.536.109
6/15/87

NOT SUBJECT TO
RECORDATION TAX

300- 513 FINE 443
FINANCING STATEMENT

268143

TO BE RECORDED IN
FINANCING STATEMENT
RECORDS - ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. Debtor:

Address:

Brooklyn Park
Associates Limited
Partnership

c/o Brooklyn Park
Shopping Center, Inc.
Greenspring Station, Suite 209
2360 West Joppa Road
Lutherville, Maryland 21093

2. Secured Party Assignor:

Address:

Provident Bank of
Maryland

114 E. Lexington Street
Baltimore, Maryland 21202
Attn: Commercial Real Estate
Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating,

9-50

lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) And, subject to the provisions of a certain Assignment of Rents and Leases of even date herewith from Debtor to Secured Party, the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land;

(c) And all documents, instruments, general intangibles, chattel papers, contract rights and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom (provided that, so long as there is no Event of Default under the Deed of Trust, the Borrower shall be entitled, in the ordinary course of its business, to collect, buy and sell the foregoing property, and make partnership distributions to partners).

4. The aforesaid items are included as security in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Michael E. Williams and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to the Secured Party.

5. Proceeds of collateral are covered hereunder.

6. The land consists of approximately 11.03 + acres of land more particularly described in Exhibit A attached hereto.

Debtor:

BROOKLYN PARK ASSOCIATES LIMITED PARTNERSHIP

By: BP Shopping Center Limited Partnership, general partner

By: Brooklyn Park Shopping Center, Inc., general partner

By: *David H. H. H.*
President

Dated: June 16, 1987

After recording please return to:

Jeffrey P. McCormack
Semmes, Bowen & Semmes
250 W. Pratt Street
Baltimore, Maryland 21201

A

EXHIBIT A

PREMISES NO. 1

ALL that certain tract of ground with the building and improvements thereon erected, situate in the 5th Election District in Anne Arundel County, Maryland, described according to survey and plat made by James D. Hicks, County Surveyor dated February 4, 1964 as follows to wit:

BEGINNING for the same at a P.K. spike here set at the intersection formed by the easterly right of way line of Governor Ritchie Highway and the northerly side of 11th Avenue 70 feet wide, thence from point of beginning so fixed and binding on and with the Easterly side of Governor Ritchie Highway as shown on State Roads Commission Plat #1739 north 14 degrees 11 minutes 10 seconds east 613.65 feet to a P.K. spike here set at a point that marks the southeast intersection of Governor Ritchie Highway and Townsend Avenue 30 feet in width; thence leaving said Governor Ritchie Highway and binding on and with the southerly side of Townsend Avenue as shown on a plat of Brooklyn Heights as recorded among the Plat Records of Anne Arundel County in Plat Book 14, folio 45 South 73 degrees 25 minutes 50 seconds East 368.30 feet to a point here set, said last mentioned point is located 15 feet northwesterly from the existing concrete alley; thence leaving said side of Townsend Avenue and running parallel to and 15 feet westerly therefrom of said existing alley south 16 degrees 42 minutes 10 seconds west 466.78 feet to a P.K. spike, thence still binding on a line 15 feet from said existing alley south 55 degrees 18 minutes 30 seconds west 8.06 feet and north 74 degrees 24 minutes 50 seconds west 40.56 feet to a P.K. spike here set; thence binding on and with the westerly side of said alley and the projection thereof south 16 degrees 23 minutes 30 seconds west 140.0 feet to a P.K. spike here set in the northerly side of 11th Avenue, thence binding on and with said side of 11th Avenue north 73 degrees 18 minutes 20 seconds west 296.52 feet to the point of beginning.

CONTAINING 4.91 acres of land, more or less.

PREMISES NO. 2

ALL that certain tract of ground with the building and improvements thereon erected, situate in the 5th Election District of Anne Arundel County, Maryland, described according to survey and plat made by James D. Hicks, County Surveyor, dated January 22, 1964 as follows, to wit:

BEGINNING for the same at an iron pipe here set on the easterly side of Governor Ritchie State Road at a point where said side of said State Road is intersected by the southerly side of 11th Avenue said point of beginning is also located being the end of the south 75 degrees 8 minutes 50 seconds west 29.01 feet line of that conveyance from Howard M. Pumphrey, et al, to the County Commissioners of Anne Arundel County by Deed dated November 24, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1372, folio 459, thence from point of beginning so fixed and binding on and with the southerly side of said 11th Avenue said conveyance to the County Commissioners of Anne Arundel as mentioned above, reversely as corrected for magnetic declination north 79 degrees 51 minutes 00 seconds east 29.10 feet to a point and south 73 degrees 17 minutes 50 seconds east 361.94 feet to an iron pipe here set; thence leaving said conveyance to the County Commissioners of Anne Arundel County and binding on and with the original outlines of parcel Nos. 1, 2 and 3, south 11 degrees 12 minutes 50 seconds east 26.80 feet to a concrete monument; thence south 14 degrees 11 minutes 10 seconds west 346.28 feet to an iron pipe here set; thence south 14 degrees 14 minutes 10 seconds west 296.80 feet to a concrete monument here set which marks the southeasternmost corner of parcel #3, thence north 75 degrees 26 minutes 50 seconds West 399.63 feet to a concrete monument here set on the easterly side of Governor Ritchie Highway, thence binding on and with the easterly side of said highway north 14 degrees 14 minutes 10 seconds east 311.80 feet to an iron pipe here set and north 14 degrees 11 minutes 10 seconds east 356.83 feet to the point of beginning.

CONTAINING 6.18 acres of land, more or less.

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
 - Subject to Recordation Tax, Principal
- Amount is \$

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Michael W. Phillips

124 Bay Park Way
Severna Park, MD 21146

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All inventory, equipment, accounts and leasehold improvements now owned or hereafter acquired by Borrower and all proceeds (cash & non-cash) of such inventory, equipment, accounts and leasehold improvements.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Michael W. Phillips
Michael W. Phillips

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY

Twaun D. Oakes
Twaun D. Oakes

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11/10/87

62

[THIS DOCUMENT NOT SUBJECT TO RECORDATION TAX]

268140

FINANCING STATEMENT

TO BE RECORDED
IN THE CHATTEL RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND

Date: June 18, 1987

LAWYERS TITLE INSURANCE CO. AS
114 E. LEANING STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

1. NAME AND ADDRESS
OF DEBTOR:

RAYNOR ASSOCIATES LIMITED
PARTNERSHIP, a Maryland limited
partnership
c/o Robert W. Catzen
Dalsemer, Catzen & Associates,
Inc.
121 Water Street
Baltimore, Maryland 21202

2. NAME AND ADDRESS
OF SECURED PARTY:

North American Life Assurance
Company, a Canadian corporation
c/o Walker & Dunlop, Inc.
1156 - 15th Street, N.W.
Washington, D.C. 20005

3. PURPOSE:

This Financing Statement gives
notice of and perfects a secur-
ity interest granted by the
Debtor to the Secured Party (or
for the benefit of the Secured
Party) under and pursuant to a
Deed of Trust, dated June 18,
1987 (the "Deed of Trust"),
between the Debtor and Merrill A.
Yavinsky and Mallory Walker as
security for a loan made by the
Secured Party to the Debtor.

4. PROPERTY COVERED:

This Financing Statement covers
the following types (or items)
of property:

All of the Debtor's right, title
and interest in and to: all
buildings and improvements which
are now on or which hereafter
may be erected or placed upon
the land and premises described
in Schedule "A" hereto and
incorporated herein by refer-
ence; all and singular the tene-
ments, hereditaments, easements,
rights of way, franchises, li-

2700

ue

censes, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same, and of, in and to every part and parcel thereof; and also all right, title and interest of the Debtor, if any, in and to the land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the said real estate to the center line thereof, together with the following: all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and

compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement; and all chattel and fixture items of every type now or hereafter owned by the Debtor and used or useable in conjunction with the said real estate, including but not limited to those types of items hereinabove itemized as constituting Equipment; and all building materials, supplies and equipment now or hereafter delivered to the said real estate and intended to be therein or thereon installed or incorporated; and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to said real estate as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of said real estate, to the extent of all amounts which may be secured by the Deed of Trust at the date of receipt of any such award or payment by the Secured Party, and of the reasonable attorneys' fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

5. RECORD OWNER:

The Record Owner of the land and premises is the Debtor.

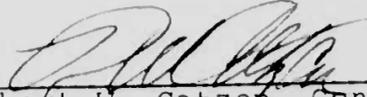
6. PROCEEDS:

Proceeds of the property are covered.

WITNESS:

RAYNOR ASSOCIATES LIMITED
PARTNERSHIP

Nancy Haas

By:  (SEAL)
Robert W. Catzen, General
Partner

[Signatures Continued on Following Page]

[Corporate Seal]
ATTEST:
WITNESS

By: RC Management Co., Inc., a
Maryland corporation,
General Partner

By: Nancy Hans

By: *Robert W. Catzen*
Robert W. Catzen,
President

Return to:

Philip A. Gorelick, Esquire
Melrod, Redman & Gartlan
A Professional Corporation
Suite 1100-K
1801 K Street, N.W.
Washington, D.C. 20006

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

SCHEDULE "A" TO FINANCING STATEMENT

BOOK 513 PAGE 452

BEGINNING FOR THE SAME at a point in the westerly line of a 10 foot wide alley as shown on the subdivision plat entitled RAYNOR HEIGHTS (Plat Book 7, folio 49) said point being located South 06 degrees 16 minutes 08 seconds East 519.00 feet from a concrete monument found on the southerly side of Nursery Road at the northeast corner of the Joseph Glowacki property (Liber J.H.H. No. 363, folio 442) thence along said alley, referring the courses of this description to the Maryland State Grid Meridian: (1) South 06 degrees 16 minutes 08 seconds West 508.21 feet thence along the northerly right-of-way line of the Baltimore Gas & Electric Transmission Line 150.00 feet wide, (2) South 62 degrees 28 minutes 52 seconds West 47.10 feet thence leaving said transmission line, (3) North 84 degrees 38 minutes 52 seconds West 179.23 feet thence along the northeasterly side of a 50.00 foot wide Highway Protective Easement of the Baltimore Beltway, Maryland Route 695, (S.R.C. Plat 7 of 26 - Contract No. Anne Arundel 460-520) (4) North 25 degrees 28 minutes 23 seconds West 179.26 feet thence along the easterly right-of-way line of Daisy Avenue (5) North 05 degrees 19 minutes 49 seconds East 379.96 feet to the southwest corner of the George M. Albrecht property (Liber W.G.L. 2700, folio 29), thence along the southerly outline of said property and the center line of a 15.00 foot wide Anne Arundel County Utility Easement (6) South 84 degrees 36 minutes 47 seconds East 318.92 feet to the point of beginning. Containing 3.681 acres of land, more or less.

Together with the benefit of use in common of the 24 foot wide easement extending approximately 185 feet south from the end of Raynor Avenue, as established by Use in Common Declaration and Grant of Easements, dated December 13, 1984 and recorded among the Land Records of Anne Arundel County in Liber No. 3925, folio 672, subject to the provisions therein contained.

SAVING AND EXCEPTING that portion of the above described parcel of land conveyed by Deed from Raynor Associates Limited Partnership to Anne Arundel County dated December 4, 1984 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3847, folio 191.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Raynor Associates a Maryland limited partnership 121 Water Street Baltimore, MD 21202	2. Secured Party(ies) and address(es) <u>ASSIGNEE</u> Provident Bank of Maryland 1101 East Lexington Street Baltimore, MD 21202 Attn: Raymond E. Schlissler	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	--	---

4. This statement refers to original Financing Statement bearing File No. Liber 481 page 32
 Filed with Anne Arundel County Date Filed December 21, 1984

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

Raynor Associates Limited Partnership

Provident Bank of Maryland

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

B. S

268143

BOOK 513 PAGE 454

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Raynor Associates Limited Partnership c/o Dalsemer, Catzen & Associates 121 Water Street Baltimore, MD 21202	2. Secured Party(ies) and address(es) <u>Assignee</u> Provident Bank of Maryland 114 East Lexington Street Baltimore, MD 21202 Attn: Raymond E. Schlissler 256055	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>Liber 483 page 526</u> Filed with <u>Anne Arundel County</u> Date Filed <u>April 9,</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

CK

No. of additional Sheets presented:

Raynor Associates Limited Partnership

Provident Bank of Maryland

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Alex / [Signature]
Signature(s) of ~~Debtor~~ Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Assignee

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

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STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement Identifying File No. 247092 recorded in Liber 461 Folio 253 on 4/28/83 at Anne Arundel County

1 DEBTOR(S) Ferguson Trenching Co., Inc.
 ADDRESS(ES) 123 Revell Highway
Annapolis, MD 21401

2 SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: Collateral Unit
 ADDRESS: MAILSTOP: 500-501 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a. Not subject to Recordation Tax.
 b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7. RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

CA

DEBTOR(S) _____

BY: Steph R Ferguson (SEAL)
STEPHEN R FERGUSON

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: W. J. [Signature] (SEAL)
Vice President

(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

2007 UCC REV. 4-99

105

To the Clerk:

Do not record this page. The information on this side is for the Secured Party's internal use only.

Instructions:

1. Statements of Amendment to Add Collateral

When filing a statement of amendment to add collateral, use the standardized descriptions below, provided by the following language. The original Financing Statement is amended to cover the following additional property of Debtor as indicated. Also, when filing a statement of amendment to add collateral, check the appropriate box under Item B, to indicate whether the statement of amendment is subject to recording tax. Statements of Amendment to perfect a security interest in personal collateral are not subject to recording tax if one of the standard exceptions from tax is available, with certain exceptions. No instrument subject to recording tax may be recorded until the tax has been paid.

When the space on the front of forms 9 will not accommodate the property descriptions to be typed, those property descriptions can be completed, or typed entirely, on a Schedule A to the statement of amendment.

Note the suggestions below for when collateral is insured against various casualties (paragraph 3) or when state law would consider the collateral to be a fixture to realty (paragraph 4).

2. Standard Descriptions of Property

Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

Contract Rights. All of the contract rights of each Debtor, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

Accounts. All of the accounts of each Debtor, including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents, both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

General Intangibles. All of the general intangibles of each Debtor including, without limitation, all things in case, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all money due and to become due thereunder, (ii) all cash and non-cash proceeds in-hand, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper, and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and appurtenances now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and appurtenances now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

3. Insurance on Collateral

Where appropriate, add to the above descriptions the following language concerning proceeds of insurance policies on collateral:

"including, without limitation, all proceeds of any insurance policies covering all or any part of such property."

4. Where Collateral May Be a Fixture

Where the collateral may be considered a fixture to the realty on which it is placed, include the following language and make the appropriate filing:

"All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (this blank to be completed if the Debtor does not have an interest of record in the real estate.)"

compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

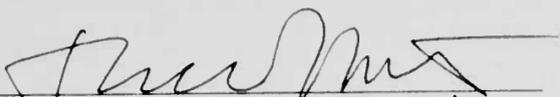
(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a second deed of trust given by Debtor to Patricia A. Brian and Anna M. Marcellino, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.
5. Proceeds of collateral are also covered.
6. The land consists of approximately 2.87 acres located at Ritchie Highway and Jumpers Hole Road, Anne Arundel County, Maryland known as the Jumpers Junction shopping center, and is more particularly described in the Deed of Trust referred to above.

Debtor:

RITEL JOINT VENTURERS

By


Thomas C. Martel, Managing
General Partner

To the Filing Officer: After this statement has been recorded, please mail the same to: Edward J. Levin, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

268103

BOOK 513 PAGE 458

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
✓ ABM ASSOCIATES
LIMITED PARTNERSHIP
and
TEN-MD., LTD.

Address:
c/o Mr. William E. Chipman
Bingo Palace
747 Route 3
Millersville, Maryland 21054

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

RECORD FEE 18.00

POSTAGE .50

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the

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property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business conducted on the property to include a Bingo Parlor.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note executed August 7, 1985, by Bingo Real Estate Associates Limited Partnership, the Assumption and Modification Agreement of even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A.**

Debtor: ABM ASSOCIATES LIMITED PARTNERSHIP

BY: TEN-MD., LTD.
General Partner

BY: William E. Chipman, Jr. (SEAL)
William E. Chipman, President

TEN-MD., LTD.

BY: William E. Chipman, Jr.
William E. Chipman, President

Dated: June 12, 1987

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

S400033p.MLS

EXHIBIT A

BEGINNING for the same at a concrete monument found at the end of the Third or North 51°13' West 496.45 feet line of Parcel 1 of that land which by deed dated January 29, 1985 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3856 at Folio 468 was granted and conveyed by Miriam Gies Boschert, et. al. to Sheldon Blum, and running thence reversely with and binding on said line, and with and binding also in part along the First or south 85°28'40" West 219.34 feet line of that parcel of land which by deed dated January 29, 1985 and recorded among the land Records of Anne Arundel County, Maryland in Liber 3856 at Folio 463 was granted and conveyed by Norwood Enterprises to Sheldon Blum, and passing over an iron pipe found at 290.45 feet,

(1) South 78°32'50" West 509.79 feet, thence with and binding on part of the Second line of the parcel of land described in the deed Secondly mentioned above, and reversely with and binding also on part of the Second line of the parcel of land described in the deed Firstly mentioned above,

(2) North 58°04'22" West 105.80 feet to the East right-of-way line of the North-Bound Lane of Maryland Route 3 as shown on SRC Plat No. 16279, thence with and binding on said East right-of-way line,

(3) 209.78 feet along the arc of a curve to the left having a radius of 4951.07 feet and a chord bearing North 32°40'04" East 209.77 feet, thence continuing with the aforesaid East right of way line of Plats Nos. 16279 and 16281,

(4) North 31°27'14" East 178.97 feet to an iron pipe found at a point on and distant 476.65 feet from East end of the Northeast property line of the Second parcel of land described in the deed Firstly mentioned above, thence leaving the aforesaid North-Bound Lane of Maryland Route 3 and running with and binding on the aforesaid Northeast property line and passing over iron pipes at 37.12 feet, 162.55 feet, 280.27 feet, and 393.75 feet,

(5) South 53°25'50" East 476.65 feet to the place of beginning, containing 2.54 acres of land, more or less, according to:

(A) Survey by J.R. McCrone, Jr. Inc. dated July 29, 1983 for 1.90 acres, more or less.

(B) Survey by James D. Hicks dated January 6, 1955 for 0.72 acres, more or less.

(C) S.R.C. Plats Nos. 16279 & 16281

SAVING AND EXCEPTING THEREFROM those easement areas shown on S.R.C. Plats Nos. 16279 and 16281 and deeded to S.R.C. of Maryland in Liber 1239 at Folio 202.

BEING part of those parcels of that land which by deed dated January 29, 1985 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3856 at Folio 468 was granted and conveyed by Miriam Gies Boschert,

et. al. to Sheldon Blum and all that parcel of land which by deed dated January 29, 1985 and recorded among the land Records of Anne Arundel County, Maryland in Liber 3856 at Folio 463 was granted and conveyed by Norwood Enterprises to Sheldon Blum.

As per description prepared by J.R. McCrone, Jr., Inc. dated August 6, 1985.

AND BEING the same property conveyed to Bingo Real Estate Associates Limited Partnership by NORWOOD ENTERPRISES, Miriam Gies Boschert, Walter F. Gies, Donald G. Gies, Ralph T. Gies, Eugene C. Gies, Joanne Gies Dowgwillo, T. Rosemary Prophet, Eileen G. Malagari, Heannette A. Connelly and Bernice Gies Bernstein, Grantors by a Confirmatory Deed dated June 2, 1985 and recorded in Liber 3930 at Folio 448.

s40003ex.ams

FINANCING RECORDS - CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Not to be recorded
in Land Records

Not subject to Recordation Tax
Principal amount of debt
secured is: \$840,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust and Security Agreement (hereinafter called the "Deed of Trust") recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor: Address:

GAPGALLEON JOINT VENTURE 10015 Old Columbia Pike
Columbia, Maryland 21046
2. Secured Party: Address:

Chesapeake Federal Savings 2001 E. Joppa Road
and Loan Association Baltimore, Maryland 21234
3. Trustees: Address:

Michael A. Ciotta and 2001 E. Joppa Road
Howard J. Burton Baltimore, Maryland 21234
4. This Financing Statement covers:
 - (a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awning, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partition, ducts and compressors, ornaments, tools, rugs, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and
 - (b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, all bonds and all surety for bonds, sewer taps, permits and allocations paid or unpaid, use permits, agreements for utilities relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitations, the proceeds of insurance and condemnation awards; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral and all undisbursed proceeds of the loan secured by the Deed of Trust.

(f) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including without limitation, cash or securities deposited hereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, and including, again without limitation, the right to receive and collect the rents thereunder; and

(g) All contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right upon an Event of Default to receive and collect the proceeds thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any:

Debtor:

GAPGALLEON JOINT VENTURE

By: SUPERIOR SERVICE CORPORATION

By: [Signature]
H. Allen Becker, President

Secured Party:

CHESAPEAKE FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: [Signature]
Howard J. Burton, Vice-President

By: DIVERSIFIED LAND CORPORATION
OF MARYLAND

By: [Signature]
B. Paul Montgomery, Vice-President

To the Filing Officer: After this Financing Statement has been recorded, please
mail the same to:

RICHARD N. KERR
Attorney at Law
813 Maiden Choice Lane
Suite - A
Baltimore, Maryland 21228

EXHIBIT "A"

BEGINNING FOR THE SAME at a point that is located South 26 degrees 32 minutes 49 seconds East 35.21 feet from the end of the first or North 25 degree 56 minute West 479.03 foot line in that conveyance from John E. Stoll and Ada E. Stoll, his wife to Jerome M. Lichtenberg and Evelyn E. Lichtenberg, his wife, by Deed dated May 16, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H., 357 folio 480, said point also marks the intersection formed by the east side of Hammonds Ferry Road and the north side of John Avenue as shown on a plat entitled "Michaelton Manor" recorded among the plat records of Anne Arundel County in Plat Book 19 Page 25, thence leaving the north side of John Avenue and binding on the east side of Hammonds Ferry Road and binding on part of the outline of the above mentioned conveyance to Lichtenberg the following two courses and distances. (1) North 26 degrees 22 minutes 49 seconds West 35.21 (2) and along a regular curve deflecting to the right having a radius of 2,730.35ft, a length of 513.89 feet and a chord of North 20 degrees 59 minutes 18 seconds West 513.13 feet to a point on the east side of Hammonds Ferry Road that marks the projection of the southernmost outline of the subdivision plat entitled "Section One Crestwood" recorded among the plat records of Anne Arundel County in Plat Book 29, Page 28, thence leaving the east side of Hammonds Ferry Road and binding on the projection and the southernmost outline of the subdivision plats entitled "Section One, Crestwood and Section Two, Crestwood" recorded among the plat records of Anne Arundel County in Plat Book 29, Page 28 and Plat Book 29, Page 29, (3) North 85 degrees 50 minutes 08 seconds East 946.14 feet to a point in the westernmost outline of "Section 2, Michaelton Manor" recorded among the plat records of Anne Arundel County in Plat Book 23, Page 17, thence leaving said southernmost outline of Crestwood Section One and Two and binding on the westernmost outline of "Section 2, Michaelton Manor" (4) South 04 degrees 39 minutes 52 seconds East 484.00 feet to a point on the north side of John Avenue, thence leaving the westernmost outline of Section 2, Michaelton Manor and binding on the north side of John Avenue as shown on the above mentioned plat of Michaelton Manor, Plat Book 19, Page 25, the following four courses and distances (5) South 75 degrees 43 minutes 08 seconds West 145.34 feet, (6) South 83 degrees 37 minutes 11 seconds West 233.70 feet, (7) South 89 degrees 33 minutes 11 seconds West 273.36 feet and (8) South 76 degrees 28 minutes 03 seconds West 141.02 feet to the point of beginning. Containing within the bounds of this description 447,770 square feet or 10.2794 acres of land, more or less.

SAVING AND EXCEPTING THEREFROM all that lot of ground beginning for the same at a point, said point being on and distant 345.36 feet from the beginning of the fourth or South 04 degrees 39 minutes 52 seconds East 484.00 footline of that parcel of land which by Deed dated March 6, 1984 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3704 at Folio 854 was granted and conveyed by Evelyn P. Compton, Personal Representative of the Estate of Evelyn Lichtenberg, deceased, unto Adloph J. Gapsis, Betty M. Gapsis, his wife, Bruce Gapsis and Brian G. Gapsis, and running thence with a portion of the remainder of said fourth line, South 04 degrees 39 minutes 52 seconds East 133.57 foot to a point, said point being 5.07 feet from the end of said fourth line and the Northern margin of John Avenue as shown on the plat entitled "Michaelton Manor" said plat being recorded among the Land Records of Anne Arundel County in Platbook 19 at page 25, and running thence the following six new lines of division,

- (1) South 75 degrees 43 minutes 08 seconds West 145.84 feet to a point, thence
- (2) South 83 degrees 37 minutes 11 seconds West 209.80 feet to a point, thence with a curve to the right having a radius of 17 feet an arc length 27.30 feet and a chord of,

- (3) North 50 degrees 21 minutes 49 seconds West, 24.46 feet to a point, thence
- (4) North 04 degrees 20 minutes 49 seconds West 145.84 feet to a point, thence with a curve to the left having a radius 665.00 feet, an arc length of 4.52 feet and a chord of,
- (5) North 04 degrees 32 minutes 30 seconds West 4.52 feet to a point, thence
- (6) North 85 degrees 50 minutes 08 seconds East 370.21 feet to the place of beginning, containing 1.334 acres more or less.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251075

RECORDED IN LIBER 471 FOLIO 174 ON March 1, 1984 (DATE)

1. DEBTOR

Name Barry O. Jollett

Address 684 Shore Road, Severna Park, Maryland 21146

2. SECURED PARTY

Name Key Capital Corp.

Address 57 River St. Wellesley Hills, MA 02181

RECORDED FEE 10.00
STAMP .50
COMO 801 T07#16
JUN 23 87
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>Termination</u></p>

Dated April 17, 1987

Diane C. Retzky - APL
(Signature of Secured Party)

Diane C. Retzky
Type or Print Above Name on Above Line

10/23/87

C

STATE OF MARYLAND

BOOK 513 PAGE 408

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251076

RECORDED IN LIBER 471 FOLIO 175 ON March 1, 1984 (DATE)

1. DEBTOR

Name Chris R. Wallis

Address 8079 Highview Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name Key Capital Corp.

Address 57 Rvier St. Wellesley Hills, MA 02181

RECORDING FEE 10.00
STAMP .50
RECORDED 0040 001 107:17
JUN 23 87
α

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>

Dated April 17, 1987

Diane C. Retzky
(Signature of Secured Party)

Diane C. Retzky

Type or Print Above Name on Above Line

100

C

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 220,000.00

FINANCING STATEMENT

1. Debtor(s):

La Bonne Vie, Inc.
Name or Names—Print or Type
195 Main Street, Annapolis, Anne Arundel County, MD 21401
Address—Street No., City - County State Zip Code

Jean-Louis Evennou / Michel Fretin
Name or Names—Print or Type
3707 Lawrence Avenue / 1910 N. Calvert Street
Kensington, MD 20895 / Arlington, VA 22201
Address—Street No., City - County State Zip Code

2. Secured Party:

Hubbard Enterprises, Inc.
Name or Names—Print or Type
195 Main Street, Annapolis, Anne Arundel County, MD 21401
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All equipment, trade fixtures, furniture, lease rights, leasehold improvements, goodwill, trade name and all other assets used in the business known as Cafe Normandie located at 195 Main Street, Annapolis, Anne Arundel County, Maryland 21401.

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): LA BONNE VIE, INC.

SECURED PARTY:

[Signature]
(Signature of Debtor)
Jean-Louis Evennou, President
Type or Print

[Signature]
(Signature of Debtor)
Jean-Louis Evennou
Type or Print

[Signature]
Michel Fretin
Type or Print

HUBBARD ENTERPRISES, INC.
(Company, if applicable)

[Signature]
(Signature of Secured Party)

John R. Hubbard, President
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address S. Kennon Scott, Esquire, Hartman and Crain, 2660 Riva Road,
4th Floor, Annapolis, Maryland 21401
Lucas Docs. Form F-1

B

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249862
RECORDED IN LIBER. 467 FOLIO 590 ON November 16, 1983 (DATE)

1. DEBTOR

Name John R. Hubbard t/a Cafe Normandie
Address 195 Main Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Nelco Corporation
Address P. O. Box 537, Laurel, Maryland 20707

Return to: S. Kennon Scott, Esquire, 2660 Riva Road, 4th Floor, Annapolis, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p>1 Model RC10BPB Amana Microwave Oven Serial #L50440485</p>	

CK

Dated June 17, 1987 By: Howard E. Nelson
(Signature of Secured Party)
HOWARD E. NELSON
Type or Print Above Name on Above Line



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 223010

RECORDED IN LIBER 398 FOLIO 258 ON February 9, 1979 (DATE)

1. DEBTOR

Name Hubbard Enterprises, Inc.

Address 195 Main Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Nelco Corporation

Address 10011 Washington Boulevard, Laurel, Maryland 20810

Return to: S. Kennon Scott, Esquire, 2660 Riva Road, 4th Floor, Annapolis, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p>1 Amana Microwave</p>	

CK

Dated June 17, 1987

NELCO CORPORATION

By: Howard E. Nelson, Pres.
(Signature of Secured Party)

HOWARD E. NELSON PRES
Type or Print Above Name on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

708184

Identifying File No: 513 PAGE 472

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name First National Capital Corporation
Address 1100 N. Woodward Avenue, Suite 214, Birmingham, Michigan 48011

2. SECURED PARTY

Name Chase Lincoln Lease/Way, Inc.

Address One Lincoln First Square

Rochester, New York 14643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 14.00
POSTAGE .50
#20048 077 801 708425
JUN 24 87

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Inventory (Computer and Equipment) held for Lease, as more fully described on Schedule A attached hereto, and the proceeds, including insurance proceeds thereof. Not subject to the Recordation Tax.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

FIRST NATIONAL CAPITAL CORPORATION

James C Hammersmith
(Signature of Debtor)

Vice President James C Hammersmith
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

mmB

Please Return Stamped Acknowledgements to Chase Lincoln Lease/Way, Inc. One Lincoln First Square Rochester, NY 14642

Daniel J. Quinlisk
Daniel J. Quinlisk
(Signature of Secured Party)

CHASE LINCOLN LEASE/WAY, INC.

Type or Print Above Signature on Above Line

URS 4131-6

SCHEDULE A
to
FORM UCC-1 Financing Statement

BOOK 513 PAGE 473

FIRST NATIONAL CAPITAL CORPORATION, as Debtor
CHASE LINCOLN LEASE/WAY, INC., as Secured Party

I. Equipment

The following Equipment manufactured by International Business Machines Corporation

<u>Qty.</u>	<u>Machine Type</u>	<u>Model/ Feature No.</u>	<u>Serial No.</u>	<u>Description</u>	<u>New/ Used</u>
2	3380	AD4	B5450 B5454	Direct Access Storage Devices	New
2	3380	BD4	G2467 G2669	Direct Access Storage Devices	New

Current Equipment Location:

Defense & Electronics Sys. Co.
Camp Meade Road
BWI Airport
Baltimore, Maryland 21240

Together with all parts, fittings, cables, accessories, attachments, features, accessions, renewals, improvements, substitutions and replacements to the Equipment, whether now owned or hereafter acquired, and together with all rents, proceeds, issues, income, profits and avails derived therefrom.*

II. Insurance

All insurance covering the above described Equipment against risk of fire, theft, or any other physical damage or loss whatsoever, and the proceeds thereof.*

III. Leases

All right, title and interest of Debtor, in, under and to Schedule A for Purchase Order No. 86JJHV21929, dated March 31, 1987, Change Notice No. 001, Corporate Purchase Order No. 978-A-08419 to Master Lease Agreement dated as of August 28, 1986 between First National Capital Corporation as lessor and Westinghouse Electric Corporation as lessee, together with any and all amendments, modifications supplements, extensions and renewals thereto to the extent they relate to the

Equipment (the "Lease"), including but without limiting the generality of the foregoing, the present and continuing right: (i) to make claim for, collect or cause to be collected, receive or cause to be received all payments of every nature (except Lessor's Contract Rights as defined in the Loan and Security Agreement between Debtor and Secured Party dated as of May 1, 1987) to be made by lessee to lessor, including without limitation all rents, rental reserves, insurance proceeds or other payments due upon any permitted termination, casualty or other event, and all other sums of money payable or receivable thereunder, (ii) to bring actions and proceedings thereunder or for the enforcement thereof, (iii) to do any and all things which lessor is or may become entitled to do under the Lease, together with the proceeds of all the foregoing.*

BOOK 513 PAGE 474

*The inclusion of proceeds of the collateral herein does not constitute Secured Party's authorization that Debtor may sell the collateral.

FINANCING STATEMENT FORM UCC-1

268185

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FNC Passive Income Plus-I Limited Partnership

Address 1100 N. Woodward Avenue, Suite 214, Birmingham, Michigan 48011

2. SECURED PARTY

Name Chase Lincoln Lease/Way, Inc.

Address One Lincoln First ~~XXXX~~ Square

Rochester, New York 14643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Inventory (Computer and Equipment) held for Lease, as more fully described on Schedule A attached hereto, and the proceeds, including insurance proceeds thereof. Not subject to the Recordation Tax.

RECORD FEE 14.00
POSTAGE .50
20349 077 001 708*25
JUN 24 87

u

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

FNC Passive Income Plus-I Limited Partnership
National Capital Corporation, General Partner

[Signature]
(Signature of Debtor)

James C. Hammett
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

mmb

14-56E164-3

Please Return Stamped Acknowledgements to Chase Lincoln Lease/Way, Inc. One Lincoln First Square Rochester, NY 14643

[Signature]
(Signature of Secured Party)

Daniel J. Quincisk
Type or Print Above Signature on Above Line
Chase Lincoln Lease/Way, Inc.

SCHEDULE A
to
FORM UCC-1 Financing Statement

BOOK 513 PAGE 478

FNC PASSIVE INCOME PLUS-I LIMITED PARTNERSHIP, as Debtor
CHASE LINCOLN LEASE/WAY, INC., as Secured Party

I. Equipment

The following Equipment manufactured by International Business Machines Corporation:

<u>Qty.</u>	<u>Machine Type</u>	<u>Model/ Feature No.</u>	<u>Serial No.</u>	<u>Description</u>	<u>New/ Used</u>
4	3380	BE4	N7934 N8396 N8379 N8398	Direct Access Storage Devices	New

Current Equipment Location:

Defense & Electronics Sys. Co.
Camp Meade Road
BWI Airport
Baltimore, Maryland 21240

Together with all parts, fittings, cables, accessories, attachments, features, accessions, renewals, improvements, substitutions and replacements to the Equipment, whether now owned or hereafter acquired, and together with all rents, proceeds, issues, income, profits and avails derived therefrom.*

II. Insurance

All insurance covering the above described Equipment against risk of fire, theft, or any other physical damage or loss whatsoever, and the proceeds thereof.*

III. Leases

All right, title and interest of Debtor, in, under and to Schedule A for Purchase Order No. 86JJHV21938, dated April 9, 1987, Corporate Purchase Order No. 978-A-08464 to Master Lease Agreement dated August 28, 1986 between First National Capital Corporation as lessor and Westinghouse Electric Corporation as lessee, together with any and all amendments, modifications supplements, extensions and renewals thereto

to the extent they relate to the Equipment (the "Lease"), including but without limiting the generality of the foregoing, the present and continuing right: (i) to make claim for, collect or cause to be collected, receive or cause to be received all payments of every nature (except Lessor's Contract Rights as defined in the Loan and Security Agreement between First National Capital Corporation and Secured Party dated as of May 1, 1987) to be made by lessee to lessor, including without limitation all rents, rental reserves, insurance proceeds or other payments due upon any permitted termination, casualty or other event, and all other sums of money payable or receivable thereunder, (ii) to bring actions and proceedings thereunder or for the enforcement thereof, (iii) to do any and all things which lessor is or may become entitled to do under the Lease, together with the proceeds of all the foregoing.*

BOOK 513 PAGE 477

*The inclusion of proceeds of the collateral herein does not constitute Secured Party's authorization that Debtor may sell the collateral.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 513 PAGE 478
268100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FNC Private Income Fund 1987-A Limited Partnership
Address 1100 N. Woodward Avenue, Suite 214, Birmingham, Michigan 48011

2. SECURED PARTY

Name Chase Lincoln Lease/Way, Inc.
Address One Lincoln First Square
Rochester, New York 14643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Inventory (Computer and Equipment) held for Lease, as more fully described on Schedule A attached hereto, and the proceeds, including insurance proceeds thereof. Not subject to the Recordation Tax.

RECORDING FEE 14.00
POSTAGE .50
420750 0777 001 708*26
JUN 24 87

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) ue
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- XX (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

FNC PRIVATE INCOME FUND 1987-A LIMITED PARTNERSHIP
FIRST NATIONAL CAPITAL CORPORATION, GENERAL PARTNER

[Signature]
(Signature of Debtor)

James C. ...
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

mmb

141

Please Return Stamped Acknowledgements to:
Chase Lincoln Lease/Way, Inc.
One Lincoln First Square
Rochester, NY 14643

[Signature]
(Signature of Secured Party)

DANIEL J. QUINLISK
Type or Print Above Signature on Above Line
CHASE LINCOLN LEASE/WAY, INC.

5164-6

SCHEDULE A
to
FORM UCC-1 Financing Statement

BOOK 513 PAGE 470

FNC PRIVATE INCOME FUND 1987-A LIMITED PARTNERSHIP, as Debtor
CHASE LINCOLN LEASE/WAY, INC., as Secured Party

I. Equipment

The following Equipment manufactured by International Business Machines Corporation:

<u>Qty.</u>	<u>Machine Type</u>	<u>Model/ Feature No.</u>	<u>Serial No.</u>	<u>Description</u>	<u>New/ Used</u>
2	3380	AD4	B5450 B5454	Direct Access Storage Devices	New
2	3380	BD4	G2467 G2669	Direct Access Storage Devices	New

Current Equipment Location:

Defense & Electronics Sys. Co.
Camp Meade Road
BWI Airport
Baltimore, Maryland 21240

Together with all parts, fittings, cables, accessories, attachments, features, accessions, renewals, improvements, substitutions and replacements to the Equipment, whether now owned or hereafter acquired, and together with all rents, proceeds, issues, income, profits and avails derived therefrom.*

II. Insurance

All insurance covering the above described Equipment against risk of fire, theft, or any other physical damage or loss whatsoever, and the proceeds thereof.*

III. Leases

All right, title and interest of Debtor, in, under and to Schedule A for Purchase Order No. 86JJHV21929, dated March 31, 1987, Change Notice No. 001, Corporate Purchase Order No. 978-A-08419 to Master Lease Agreement dated August 28, 1986 between First National Capital Corporation as lessor and Westinghouse Electric Corporation as lessee, together with any and all amendments, modifications supplements, extensions and renewals thereto to the extent they relate to the

Equipment (the "Lease"), including but without limiting the generality of the foregoing, the present and continuing right: (i) to make claim for, collect or cause to be collected, receive or cause to be received all payments of every nature (except Lessor's Contract Rights as defined in the Loan and Security Agreement between First National Capital Corporation and Secured Party dated as of May 1, 1987) to be made by lessee to lessor, including without limitation all rents, rental reserves, insurance proceeds or other payments due upon any permitted termination, casualty or other event, and all other sums of money payable or receivable thereunder, (ii) to bring actions and proceedings thereunder or for the enforcement thereof, (iii) to do any and all things which lessor is or may become entitled to do under the Lease, together with the proceeds of all the foregoing.*

BOOK 513 PAGE 480

*The inclusion of proceeds of the collateral herein does not constitute Secured Party's authorization that Debtor may sell the collateral.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 268107

Identifying File No. 2000 013 481

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name First National Capital Corporation
Address 1100 N. Woodward Avenue, Suite 214, Birmingham, Michigan 48011

2. SECURED PARTY

Name Chase Lincoln Lease/Way, Inc.
Address One Lincoln First Square
Rochester, New York 14643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Inventory (Computer and Equipment) held for Lease, as more fully described on Schedule A attached hereto, and the proceeds, including insurance proceeds thereof. Not subject to the Recordation Tax.

Name and address of Assignee

RECORD FEE 14.00
POSTAGE .50
#20351 0777 801 708-27
JUN 24 87

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

FIRST NATIONAL CAPITAL CORPORATION

James C. Hamersmith
(Signature of Debtor)

James C. Hamersmith
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

mmB

Please Return Stamped Acknowledgements to: Chase Lincoln Lease/Way, Inc. One Lincoln First Square Rochester, NY 14643

Daniel J. Quinlisk
Daniel J. Quinlisk
(Signature of Secured Party)

CHASE LINCOLN LEASE/WAY, INC.

Type or Print Above Signature on Above Line

14131-3

SCHEDULE A
to
FORM UCC-1 Financing Statement

FIRST NATIONAL CAPITAL CORPORATION, as Debtor
CHASE LINCOLN LEASE/WAY, INC., as Secured Party

513 PAGE 482

I. Equipment

The following Equipment manufactured by International Business Machines Corporation:

Qty.	Machine Type	Model/ Feature No.	Serial No.	Description	New/ Used
4	3380	BE4	N7934 N8396 N8379 N8398	Direct Access Storage Devices	New

Current Equipment Location:

Defense & Electronics Sys. Co.
Camp Meade Road
BWI Airport
Baltimore, Maryland 21240

Together with all parts, fittings, cables, accessories, attachments, features, accessions, renewals, improvements, substitutions and replacements to the Equipment, whether now owned or hereafter acquired, and together with all rents, proceeds, issues, income, profits and avails derived therefrom.*

II. Insurance

All insurance covering the above described Equipment against risk of fire, theft, or any other physical damage or loss whatsoever, and the proceeds thereof.*

III. Leases

All right, title and interest of Debtor, in, under and to Schedule A for Purchase Order No. 86JJHV21938, dated April 9, 1987, Corporate Purchase Order No. 978-A-08464 to Master Lease Agreement dated as of August 28, 1986 between First National Capital Corporation as lessor and Westinghouse Electric Corporation as lessee, together with any and all amendments, modifications supplements, extensions and renewals thereto to the extent they relate to the Equipment (the "Lease"),

including but without limiting the generality of the foregoing, the present and continuing right: (i) to make claim for, collect or cause to be collected, receive or cause to be received all payments of every nature (except Lessor's Contract Rights as defined in the Loan and Security Agreement between Debtor and Secured Party dated as of May 1, 1987) to be made by lessee to lessor, including without limitation all rents, rental reserves, insurance proceeds or other payments due upon any permitted termination, casualty or other event, and all other sums of money payable or receivable thereunder, (ii) to bring actions and proceedings thereunder or for the enforcement thereof, (iii) to do any and all things which lessor is or may become entitled to do under the Lease, together with the proceeds of all the foregoing.*

BOOK 513 PAGE 483

*The inclusion of proceeds of the collateral herein does not constitute Secured Party's authorization that Debtor may sell the collateral.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Trendway Systems, Inc.
Address 8163 Sheffield Court Jessup, MD 20794

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road Baltimore, MD 21227
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All Goods, Chattels, Machinery, Equipment, Inventory, Accounts
Chattel Paper, Notes, Contract Rights, Receivables, Accounts
Receivable, General Intangibles, Furniture, Fixtures and
Property of every kind and nature, wherever located now or
hereafter belonging to Debtor or in which Debtor has described
in attached entire Agreement and/or in any Schedule prepared in
connection therewith. This Form and/or the attached Security
Agreement and/or Schedule are being submitted for filing as a
Financing Statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Trendway Systems, Inc.
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

See attached for original signature
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORD FEE 13.00
POSTAGE .50
#20388 0777 801 T08#41
JUN 24 87

3
1

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: Trendway Systems, Inc.
1800 Sulphur Spring Road Baltimore, MD 21227 8163 Sheffield Court Jessup, MD 20794

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1987 Navistar Model F9370 Conventional Tractor, S/N 2HSFBJXR6HC001521

(1) TIME SALES PRICE \$ 88,506.00
(2) Less DOWN PAYMENT IN CASH \$ 7,290.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 81,216.00
The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8163 Sheffield Court Jessup, MD 20794
Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty one thousand two hundred sixteen and 00/100***** Dollars (\$ 81,216.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 4th day of April 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,692.00 and the final installment being in the amount of \$ 1,692.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: March 3, 19 87

BUYER(S)-MAKERS(S):

Accepted Beltway International Trucks, Inc. (SEAL) (Print Name of Seller Here)

Trendway Systems, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: James Gemelle Secretary Treasurer (Witness as to Buyer's and Co-Maker's Signature)

By: Ronald P. ... President (SEAL) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

2

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)
(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

19		(SEAL)	
(Witness)	By:	(Corporate, Partnership or Trade Name or Individual Signature)	} Signature of Seller
		(Signature: Title of Officer, "Partner" or "Proprietor")	

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 3, 1987

between Beltway International Trucks, Inc. as Seller-Lessor-Mortgagee and Trendway Systems, Inc. 8163 Sheffield Court Jessup, MD 20794 (Name) (Address)

as Buyer-Lessee-Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 81,216.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 3rd day of March, 19 87

Beltway International Trucks, Inc. (SEAL)

By James J. Farrell Secretary Treasurer

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal; if partnership, print or type exact firm name and have one of more partners sign.)

STATE OF MARYLAND

BOOK 513 PAGE 488

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253553

RECORDED IN LIBER 476 FOLIO 591 ON 8/17/84 (DATE)

1. DEBTOR

Name Music & Arts Center, Inc.
Address Severna Park Mall, 575 Ritchie Hwy., Severna Park MD 21146

2. SECURED PARTY

Name YAMAHA INTERNATIONAL CORPORATION
Address 6600 ORANGETHORPE AVE, BUENA PARK CA 90620

RECORD FEE 10.00
10336 0777 R01 708:42
JUN 24 87
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Yamaha tennis equipment, skis, archery equipment, golf equipment, tennis shoes manufactured under the name of Asahi, pianos and organs, various musical instruments, including Everett pianos and/or benches, and such other products as may be distributed by Yamaha International Corporation, its subsidiaries and affiliates, wherever located, whether now owned or hereafter acquired, and includes all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions, all other goods used or intended to be used in conjunction therewith.</p> <p style="text-align: right;">Yamaha Music Corporation, USA 6600 Orangethorpe Ave. P.O. Box 6600 Buena Park, CA 90622-6600</p>	

Music & Arts Center, Inc.

Dated 4-21-87

YAMAHA INTERNATIONAL CORPORATION

(Signature of Secured Party)

R. SHAWAN

Type or Print Above Name on Above Line

10

268189

SUBJECT TO RECORDATION TAX

1. Name of Debtor: Stammers Marine Center, Inc.

Address: 8938 Ft. Smallwood Rd. Pasadena, MD 21122

2. Name of Secured Party: Equitable Bank, National Association
Address: 100 South Charles Street Baltimore, Maryland 21201
Attn: William McIntyre

3. This Financing Statements covers the following types (or items) of property:

(a) All of the Debtor's right, title and interest in and to Class "A" Certificate of Membership No. * in LF Marina *107,108,109, Corporation , together with all general intangibles now 110 or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.

(b) All of the Debtor's right, title and interest in and to that personally known and designated as Boat Slip No. 12,14,16,18 on D Dock, lying and situate on the 2701 block of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Debtor for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.

(c) The interest of the Debtor in any and all judgements, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, or decrease in value of, the Boat Slip or any part thereof.

Debtors: Stammers Marine Center, Debtors: Inc.

By: [Signature] (SEAL) William Stammers, President

[Signature] (SEAL)

RECORD FEE 11.00
RECORD TAX 756.00
POSTAGE .50
#20359 0777 R01 T08:44 JUN 24 87

Mr. Clerk: Please return to Equitable Bank, National Association to the officer at the address set forth in paragraph 2 above.

To be recorded with: Clerk, Circuit Court for Anne Arundel County P.O. Box 71 Annapolis, Maryland 21404 Attention: Record,Office

18a/17(35)

IF 756 . 50

SCHEDULE "A"

This Schedule "A" is attached to and forms a part of that certain Promissory Note dated April 14, 1987, by and between Equitable Bank, National Association and the undersigned.

- (a) All of the Borrower's right, title and interest in and to Class "A" Certificate of Membership No. * in L F Marina *107,108,109, Corporation, together with all general intangibles now 110 or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.
- (b) All of the Borrower's right, title and interest in and to that personalty known and designated as Boat Slip No. 12,14,16,18 on D Dock, lying and situate at the 2701 block of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Borrower for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.
- (c) The interest of the Borrower in any and all judgements, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, decrease in value of, the Boat Slip or any part thereof.

Borrowers: Stammers Marine Center, Inc. Borrowers:

By: William Stammers, President (SEAL) _____ (SEAL)
W.S. (SEAL) _____ (SEAL)

FINANCING STATEMENT

BOOK 513 PAGE 491

708190

SUBJECT TO
RECORDATION TAX

1. Name of Debtor: Stammers Marine Center, Inc.

Address: 8938 Ft. Smallwood Rd.
Pasadena, MD 21122

2. Name of Secured Party: Equitable Bank, National Association
Address: 100 South Charles Street
Baltimore, Maryland 21201

Attn: William McIntyre

3. This Financing Statements covers the following types (or items) of property:

(a) All of the Debtor's right, title and interest in and to Class "A" Certificate of Membership No. 105,106 in LF Marina Corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.

(b) All of the Debtor's right, title and interest in and to that personally known and designated as Boat Slip No. 2,4 on B Dock, lying and situate on the 2701 block of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Debtor for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.

(c) The interest of the Debtor in any and all judgements, awards of damages (including but not limited to severence and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, or decrease in value of, the Boat Slip or any part thereof.

Debtors: Stammers Marine Center, Debtors:
Inc.

By: William Stammers (SEAL) _____ (SEAL)
William Stammers, President

_____ (SEAL) _____ (SEAL)

Mr. Clerk: Please return to Equitable Bank, National Association to the officer at the address set forth in paragraph 2 above.

To be recorded with: Clerk, Circuit Court for Anne Arundal County
P.O. Box 71
Annapolis, Maryland 21404
Attention: Record Office

18a/17(35)

RECORD FEE 11.00
RECORD TAX 339.50
FORGAGE .50
339.50 0777 R01 108445
JUN 24 87

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IF 339.50 .50

SCHEDULE "A"

This Schedule "A" is attached to and forms a part of that certain Promissory Note dated April 14, 1987, by and between Equitable Bank, National Association and the undersigned.

(a) All of the Borrower's right, title and interest in and to Class "A" Certificate of Membership No. * in L F Marina *105,106 Corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.

(b) All of the Borrower's right, title and interest in and to that personalty known and designated as Boat Slip No. 2,4 on B Dock, lying and situate at the 2701 block of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Borrower for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.

(c) The interest of the Borrower in any and all judgements, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, decrease in value of, the Boat Slip or any part thereof.

Borrowers: Stammers Marine Center, Inc. Borrowers:

By: William Stammers (SEAL) _____ (SEAL)
William Stammers, President _____ (SEAL) _____ (SEAL)

208191

BOOK 513 PAGE 493

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY
STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Annapolis Pipeline, Inc.
4828 Polling House Road
Harwood, MD 20776

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Furnival Machinery Company
7135 Standard Drive
Hanover, MD 21076

Name & address of Assignee

Associates Commercial Corporation
8002 Discovery Drive
Richmond, VA 23229

RECORDED FEE 11.00
POSTAGE .50
SEARCH FEE 2.00
TOTAL FEE 13.50
JUN 24 87
ul

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One Komatsu Model PC300LC-3 Hydraulic Excavator S/N 13284
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS,
REPAIRS, ADDITIONS, AND ALL PROCEEDS THEREOF.

Transaction exempt from recordation tax

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Annapolis Pipeline, Inc.

Signature of Debtor if applicable (Date)

[Signature]

Furnival Machinery Company

Signature of Secured Party if applicable (Date)

[Signature] 5/26/87

11/50

268192

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

DJ-18648

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mueller Company

Address 175 Admiral Cochran Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Hartford Computer Group, Inc.

Address 1610 Colonial Parkway, Inverness, IL 60067

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Attached Equipment Schedule

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

ASSIGNEE OF SECURED PARTY
First American Bank
4949 Old Orchard Road
Skokie, IL 60077

RECORD FEE 11.00
POSTAGE .50

#20385 DT77 R01 T09:07

JUN 24 87

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CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mueller Company

Lawrence C. Maston
(Signature of Debtor)

Lawrence C. Maston
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Anthony R. Gypcia
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150



Page 2 to Schedule 48
Lease Number DJ-2933-186
Lessee: Mueller Company

EQUIPMENT SCHEDULE (B)

<u>Qty.</u>	<u>Type</u>	<u>Model/Feature</u>	<u>Serial Number</u>	<u>Description</u>
(2)	IBM 5362	A02	17063 17895	CPU
(2)	IBM 4214	002	18633 76667	Printer
(3)	IBM 5291	001	18629 18630 18631	Display Station
(2)	IBM 5291	002	DJ186 ED006	Display Station

Initialed for Lessee: Lea

Initialed for Lessor: ARG

STATE OF MARYLAND

BOOK 513 PAGE 496

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 151553

RECORDED IN LIBER 2487 FOLIO 821 ON May 11, 1972 (DATE)
IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1. DEBTOR

Name CARL T. JULIO AND EDWARD V. JULIO, CO-PARTNERS TRADING AS
PIONEER CITY REALTY COMPANY

Address 10 Parks Avenue, Cockeysville, MD 21030

2. SECURED PARTY

Name GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

Address 950 East Paces Ferry Road

Atlanta, GA 30326

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 14.00
POSTAGE .50
RECORDED CITY BAL 102409
JUN 24 87
CK

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

PIONEER CITY II
6-19-790897-1

*whose appointment is
published at 24 C.F.R. 300.11.

Dated February 27, 1987

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

By: Robert G. Pike
(Signature of Secured Party)

Robert G. Pike, Attorney-in-Fact*
Type or Print Above Name on Above Line

14-50

STATE OF MARYLAND

BOOK 513 PAGE 407

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 151553

RECORDED IN LIBER 250 FOLIO 125 ON May 11, 1972 (DATE)
IN FINANCING RECORDS OF ANNE ARUNDEL COUNTY

1. DEBTOR

NAME CARL T. JULIO AND EDWARD V. JULIO, CO-PARTNERS TRADING AS
PIONEER CITY REALTY COMPANY

Address 10 Parks Avenue, Cockeysville, MD 21030

2. SECURED PARTY

Name GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

Address 950 East Paces Ferry Road

Atlanta, GA 30326

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
REGISTER 077 801 109:09
JUN 24 87
CK

CHECK FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

PIONEER CITY II
6-19-790897-1

*whose appointment is published
at 24 C.F.R. 300.11.

Dated February 27, 1987

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

By: Robert G. Pike
(Signature of Secured Party)

Robert G. Pike, Attorney-in-Fact*
Type or Print Above Name on Above Line

10-50

STATE OF MARYLAND

BOOK 513 PAGE 498

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 152168

RECORDED IN LIBER 251 FOLIO 221 ON May 22, 1972 (DATE)
IN FINANCING RECORDS OF ANNE ARUNDEL COUNTY

1. DEBTOR

Name ANNAPOLIS WOODS VENTURE

Address Glencoe Building, Rowe Blvd., Annapolis, MD 21401

2. SECURED PARTY

Name FEDERAL NATIONAL MORTGAGE ASSOCIATION

Address 950 East Paces Ferry Road

Atlanta, GA 30326
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>



RECORD FEE 10.00
POSTAGE .50
420371 DTI R01 709#10
JUN 24 87

ANNAPOLIS WOODS
1-19-791101-9

Dated February 27, 1987
By: Robert G. Pike
(Signature of Secured Party)

Robert G. Pike, Asst. Vice President
Type or Print Above Name on Above Line

10-50

FINANCING STATEMENT

1. To be recorded in the Land Records.

2. To be recorded among the Financing Statement Records

268196

BOOK 513 PAGE 499

3. Not subject to Recordation Tax.

4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

5. Debtor(s) Name(s) Address(es)
Delta Air Conditioning, Inc. West Maple Rd.
Linthicum Heights, Maryland 21090

6. Secured Party Address
First Federal Savings & Loan Association of Annapolis 1832 George Ave.
Annapolis, Maryland 21403
Attention: C. Partridge-Loan Processor
(Type name & Title)

RECORD FEE 11.00
RECORD TAX 350.00
POSTAGE .50
820402 CTT R01 TOP#26
JUN 24 87
W

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

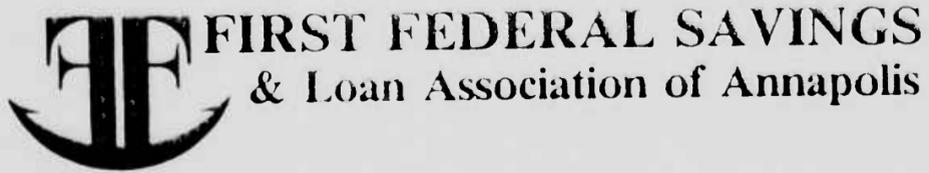
9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors Delta Air Conditioning, Inc.

By: [Signature] (Seal)
Robert L. Schwartz, Sr.,
Secretary/Treasurer (Seal)

(Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.



**FIRST FEDERAL SAVINGS
& Loan Association of Annapolis**

SCHEDULE A

BOOK 513 PAGE 500

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof.

MAIN OFFICE 2024 WEST STREET ANNAPOLIS MARYLAND 21401
ANNAPOLIS 266-6100 / BALTIMORE 841-6700 / WASHINGTON 261-8600

• OPERATIONS CENTER 1832 GEORGE AVENUE ANNAPOLIS MARYLAND 21401
• ANNAPOLIS 263-7771 / BALTIMORE 269-1108 / WASHINGTON 261-2493
•

TO BE NOT TO BE } CROSS INDEXED IN LAND RECORDS } IN LAND RECORDS } SUBJECT TO NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s): ROLAND A. KLINGEBIEL
Name or Names—Print or Type
20 ROSEDALE AVE GLEN BURNIE APO MD 21061
Address—Street No., City - County State Zip Code

HELEN E. KLINGEBIEL
Name or Names—Print or Type
20 ROSEDALE AVE GLEN BURNIE APO MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party: SEARS ROEBUCK & Co
Name or Names—Print or Type
6630 N. KITCHIE HY. GLEN BURNIE APO MD 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). KITCHEN CABINETS
COUNTERTOP
SINK + FAUCETS
ELECTRIC RANGE - DISHWASHER
RECORD FEE 18.00
LITAGE .50
JUN 24 87

4. If above described personal property is to be affixed to real property, describe real property.
RESIDENTIAL DWELLING
20 ROSEDALE AVE GLEN BURNIE, MD 21061

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S):
X Roland A. Klingebiel
(Signature of Debtor)
ROLAND A. KLINGEBIEL
Type or Print
Helen E. Klingebiel
(Signature of Debtor)
HELEN E. KLINGEBIEL
Type or Print

SECURED PARTY:
SEARS ROEBUCK & Co
(Company, if applicable)
J. D. Althouse-Credit Central Oper. Mgr.
(Signature of Secured Party)
Type or Print (Include title if Company)

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

1550

1100

TO BE } CROSS INDEXED IN LAND RECORDS } SUBJECT TO } RECORDING TAX
 NOT TO BE } [REDACTED] IN } NOT SUBJECT TO } ON PRINCIPAL
LAND RECORDS } } AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

Richard Harney
Name or Names—Print or Type

11 Admiral Rd. Severna Park, Md. 21146
Address—Street No., City - County State Zip Code

Betty L. Harney
Name or Names—Print or Type

11 Admiral Rd. Severna Park, Md. 21146
Address—Street No., City - County State Zip Code

2. Secured Party:

Sevens Real Estate Co.
Name or Names—Print or Type

6650 Ritchie Hwy. Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Central Bus Conditioning
Equipment
Handtools

4. If above described personal property is to be affixed to real property, describe real property.

11 Admiral Rd
Severna Park, Md. 21146

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

D-1
 FEE 15.00
 STATE .50
 RECORDING CITY ROL T09:30
 JUN 24 87
 BL
 CLERK

DEBTOR(S):

Richard Harney by power of Attorney
(Signature of Debtor)

Richard Harney
Type or Print

Betty L. Harney
(Signature of Debtor)

Betty L. Harney
Type or Print

SECURED PARTY:

Sevens Real Estate Co.
(Company, if applicable)

[Signature]
(Signature of Secured Party)

J. D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

1150

1150

TO BE } CROSS INDEXED IN LAND RECORDS SUBJECT TO } RECORDING TAX
 NOT TO BE } [REDACTED] IN } ON PRINCIPAL
LAND RECORDS } } AMOUNT OF
 NOT SUBJECT TO } \$ _____

FINANCING STATEMENT

1. Debtor(s):

DELMER S. BEHRINGER
Name or Names—Print or Type
560 WEST DR SEVERNA PARK AA MD 21146
Address—Street No., City - County State Zip Code

VERA J. BEHRINGER
Name or Names—Print or Type
560 WEST DR SEVERNA PARK AA MD 21146
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO
Name or Names—Print or Type
6650 RITCHIE HWY GLENBOURNE AA MD 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). INSTALLED 20 YEAR PRO-PATED ROOF SHINGLES AND .032 GAUGE CONTINUOUS ALUMINUM

4. If above described personal property is to be affixed to real property, describe real property.

560 WEST DR SEVERNA PARK, MD 21146 SINGLE FAMILY DWELLING

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

D. E. CLERK
RECORD FEE 15.00
STAMP .50
2010 0711 001 109131
JUN 24 87
BL CLERK

DEBTOR(S):

Delmer S. Behringer
(Signature of Debtor)
DELMER S. BEHRINGER
Type or Print

Vera J. Behringer
(Signature of Debtor)
VERA J. BEHRINGER
Type or Print

SECURED PARTY:

SEARS, ROEBUCK & CO
(Company, if applicable)
J. D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include title if Company)

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

15.30

AA Co. 2 1512

TO BE
 NOT TO BE

CROSS INDEXED
IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

Fred Quasky
Name or Names—Print or Type
2006 Shore Rd Baltimore Md 21226
Address—Street No., City - County State Zip Code

Mary J. Quasky
Name or Names—Print or Type
2006 Shore Rd Baltimore Md 21226
Address—Street No., City - County State Zip Code

2. Secured Party:

Seam Robuck & Co
Name or Names—Print or Type
4650 Shore Rd Ritchie Hwy Chesapeake Md
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Central Air Conditioning

4. If above described personal property is to be affixed to real property, describe real property.

2006 Shore Rd.
Baltimore, Md. 21226

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Fred Quasky
(Signature of Debtor)

Fred Quasky
Type or Print

Mary J. Quasky
(Signature of Debtor)

Mary J. Quasky
Type or Print

Seam Robuck & Co
(Company, if applicable)

J. D. Althouse-Credit Central Oper. Mgr.
(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

RECORD FEE 15.00
STAMP .50
JUN 24 87

✓
D. E.
CLERK

BL
CLERK

156

P. P. Co
1582

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

268201

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

Identifying File No. _____

513 PAGE 3113

C2007403
CS4

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated April 13, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nevamar Corporation
Address 8339 Telegraph Road, Odenton, MD 21113

2. SECURED PARTY

Name Unisys Finance Corporation
Address 3011 W. Grand Blvd., Detroit, MI 48202

RECORD FEE 11.00
CHARGE .50
JUN 12 1987 109:32

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 BT3261-1 125 IPS 1xMT Subsystem Package
- 1 BT3261
- 1 BT3266 Slave PE/GCR Drive 125 IPS
- 1 X395-93 DLP
- 1 CB782 Cable Kit

JUN 24 87

ll

and all accessories additions and attachments now and hereafter attached thereto

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Nevamar Corporation

Charles G. McBee
(Signature of Debtor)

Charles G. McBee
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Unisys Finance Corporation

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/50

FINANCING STATEMENT

268202

300 513 PAGE 506

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) Address(es)
 Edward E. Ray Co., Inc., 3905 W. Shore Drive
 T/A CRC Marine Sales Edgewater, Maryland 21037

6. Secured Party Address 1832 George Ave.
 First Federal Savings & Loan Association of Annapolis Annapolis, Maryland 21401
 Attention: C. Partridge, Loan Processor
 (Type name & Title)

RECORD FEE 12.00
 POSTAGE .50
 JUN 24 87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Edward E. Ray Co., Inc.,
 T/A CRC Marine Sales
 Debtors
 By: Edward E. Ray, III (Seal) _____ (Seal)
 Edward E. Ray, III, President (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

513 FILE 507

268203

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Jack Martin & Associates 111 Forbes Street Annapolis, MD 21404	2. Secured Party(ies) and address(es) G.E.C.C. 101 E. Ridge Dr., #301 Danbury, CT 06810	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #20430 077 R01 T09:52 JUN 24 87
4. This financing statement covers the following types (or items) of property: <u>SEE SCHEDULE # 1</u> RECORDATION TAX HAS BEEN PAID TO THE SECRETARY OF STATE - JUNE 2, 1987		5. Assignee(s) of Secured Party and Address(es) lll

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: CO of Anne Arundel 86-5672

By: Jack Martin & Associates General Electric Credit Corp
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

SYSTEM

1. Central Processing Unit	IBM PC/AT w/4.5MB Memory, Color w/Keyboard, 1.2MB Floppy Disk, Disk w/Tape, Power Conditioner (mfr./model/serial #/configuration)
Licensed Programs	APC/AMS Software APC/AMS Emulation Software NTNA Software
2. Peripheral Equipment	<p>CPU and Licensed Programs</p> <p>4) 286B Terminals w/Overlays (mfr./model/serial #)</p> <p>12) Genicom Printers (mfr./model/serial #)</p> <p>(1) Data Kit (mfr./model/serial #)</p> <p>Assorted Cables & Ends (mfr./model/serial #)</p> <p>(2) Wyse Terminals (mfr./model/serial #)</p> <p>(12) Alloy Boards (mfr./model/serial #)</p> <p>(1) Expansion Chasis (mfr./model/serial #)</p> <p>(1) 128KB Memory Expansion (mfr./model/serial #)</p> <p>Name & Address Conversion (mfr./model/serial #)</p> <p>Credit: Multi-Link Credit: Return 2 Modems</p>
Insert Totals on front of Schedule	<p>System Pr</p> <p>Sales T</p> <p>Freight and Installat</p> <p>Total System Pr</p>

268204

MARYLAND FINANCING STATEMENT

BOOK 513 PAGE 509

(xx) Not Subject to Recondation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Emery Ocean Freight, Inc.
(Name or Names)
611 K. Hammonds Ferry Road Linthicum, Maryland 21090
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Northfield Federal Savings
(Name or Names)
1844 E. Joppa Road, Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

One- Sharp fax 200 Facsimile Machine

RECORD FEE 11.00
POSTAGE .50
REC-132 CITY RD 109#56
JUN 24 87

ul

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Emery Ocean Freight, Inc.
By: James F. Morgan District Mgr
JAMES F. MORGAN (Title)
(Type or print name of person signing)
By:
(Title)
(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Mgr.
Brian G. Connelly (Title)
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1150

268205

BOOK 513 PAGE 510

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$30,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) _____ Address(es) _____
 Lubrano of Annapolis Plaza Inc. 150 H Jennifer Road
 Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department Retail Finance
 Attention: _____ Post Office Box 987, Mailstop _____
 Baltimore, Maryland 21203
 (Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

RECORD FEE 11.00
 RECORD TAX 210.00
 POSTAGE .50
 JUN 24 87

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.
- A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed to or is to be affixed to or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Refer to Schedule A

Debtor: Lubrano of Annapolis Plaza Inc. Secured Party: Maryland National Bank
 By: _____ (Seal) By: Robert V. Marcellas (Seal)
 Raimondo Lubrano, President Vice President
 By: _____ (Seal) _____
 Type name and title, if any Type name and title

MARYLAND NATIONAL BANK

IF 210.50

SCHEDULE A

300: 513 PAGE 511

THIS SCHEDULE A is attached to and made a part of a

Security Agreement Dated March 31, 1987, between

Lubrano of Annapolis Plaza Inc, and Maryland

National Bank.

- 2-Hand Sinks - HSA-10F - Metal Master
- 1-Scullery Sink - FN2154-3-18 R & L Metal Master
- 1-Storage Bin #400 - Manitowoc - 8708
- 1-Freezer (1 door) #ALFA-28-TE - Glenco - 32486592
- 1-Refrigerator (Walk-In) WB2-75-A floorless-Harvard
- 1-Dough Table w/maple Top MT3072S - Metal Master
- 1-Utility Table #T3072E - Metal Masters
- 1-Slicer #1612 - Hobart - 092586BD15
- 1-Mixer #H660 - Hobart - 11-385633
- 1-Set Mixer Attachments #12 - Intedge
- 1-Hot Plate L600011H - Keating - R-52210-C
- 1-Fryer #F250518L - Keating - EFR-34082
- 1-Grill #L500100L - Keating - R-39179-C
- 1-Updraft 8'w/exhaust system - Sheet Metal Craft
- 1-Sandwich Unit #PRG-10-12 - Glenco - 341339
- 1-Pizza Oven (2 deck) #542 - Baker Pride - 3653 and 3655
- 1-Pizza Table #SA-20-WT - Glenco
- 8-Shelving 18"x48" - Metal Master
- 2-Dunnage Racks 24x48
- 1-Counter Pizza Oven #M02T - Bakers Pride - 3819
- 1-Microwave Oven #1310S-1 - Hobart - 31-369115
- 10-Booths - Custom
- 1- Fire System

Steam Table 2 section floor - PPHT2-120

11.50

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO }
 NOT SUBJECT TO }

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____
87-752
AA

268206

FINANCING STATEMENT

513 PAGE 512

1. Debtor (s): {
The Crate Cafe, Inc.
 Name or Names—Print or Type
49 West Street, Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

{
 Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party: {
HARBOR LEASING ASSOC.
 Name or Names—Print or Type
701 Cathedral Street, Baltimore, Maryland 21201
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

4. If above described personal property is to be affixed to real property, describe real property.

RECORD FEE 11.00
POSTAGE .50
#20473 CRT NO1 T10#21
JUN 24 87

we

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):
Rhonda Falcon
(Signature of Debtor)

SECURED PARTY
Harbor Leasing Associates
(Company if applicable)

Rhonda Falcon, Pres.
Type or Print

[Signature]
(Signature of Secured Party)

(Signature of Debtor)

Type or Print

Mark M. Caplan, partner
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

11.50

LINE	RI	PRODUCT ID	DESCRIPTION	QTY
0001	BS	2160-0000-0000		
0002	BG	2160-G009-0000	2160 System Group	
0003	BU	2160-2411-6000	Terminal	3
0004	AU	3240-1803-1090	Processor;512K	1

513 PAGE 513

LINE	RL	PRODUCT ID	DESCRIPTION	QTY
0001	BS	2160-0000-0000		
0002	BG	2160-G009-0000	2160 POS System Group	
0003	BU	2160-2411-6000	Terminal	
0004	AC	1234-C001-0040	Cable;Printer	1
0005	AA	2192-3335-0000	Printer;40 Col Receipt	2
0006	AA	2203-P001-0000	Printer;40 Col AFNR Slip	2
0007	AU	2189-2010-0000	Drawer;3 1/2L	2
0008	AU	2567-P331-2160	Printer;40 Col Rem Jrnl	1
0009	AU	2567-P333-2160	Printer;40 Col Rem Recpt	2
0010	AU	3240-1803-1090		
0011	AC	1120-C002-0038	Cable;External Modem	1
0012	BG	A923-G008-0000	2160 Food Serv Rel 6.0	
0013	CW	G1N1-0141-0000	SW;2160 Master Program	1
0014	CW	9100-2160-0000	System Service	1

QUANTITY	DESCRIPTION	UNIT PRICE
1	NCR COMPUTER; PC-8, Model 3279-0211 Enhanced, w 512 KB, 1.2 MB Flex Drive, 30 MB Fixed Drive Keyboard, S + P Adapters.	
1	MONOCHROME GRAPHIC MONITOR - 14", w Hercules compatible Graphic Adapter	
1	PRINTER, TOSHIBA Model #351, 3 in 1.	
1	PRINTER TRACTOR for #351	
1	STARTER KIT [OPTION] Box Diskettes 10-1.2 Box Wide Pn. Paper, Perf. "Master piece Unit", incl Surge Protector/Power Outlets, Tilt/swivel for Monitor,	SL 52

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

69436

300K 513 Identifying File No. 208207

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE:

Name Chesapeake Engineering International Inc.

Address 31 Old Solomons Isl. Rd. Ste. 200B Annapolis MD 21401

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 71, South Station

Framingham, Massachusetts 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Office Furniture (see copy of equip. List)

RECORD FEE 13.00
POSTAGE .50
420474 UTT R01 T10:22
JUN 24 87

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(a)(2).

"Equipment Lease - does not create a security interest."

Cell

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chesapeake Engineering International Inc.

For authorization see copy of lease.

(Signature of Debtor) LESSEE: A Pascal

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Rosenblatt

(Signature of Secured Party) LESSOR:

B. Rosenblatt

EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

1350

OF EQUIPMENT TO BE DELIVERED (include make, year model, identification and model numbers or marks)

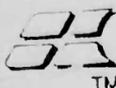
- 1-computer unit
- 1-cherry desk
- 2-cherry bookcases
- 1-cherry conf. table
- 1-exec.leather chair
- 4-conf. chairs
- 1-Radius desk
- 1-center drawer

- 3-bookcases Radius
- 1-exec. leather chair
- 2-side chairs
- 1-top w/legs
- 2-sec.chairs
- 1-lat.file w/over cab.
- 1-picture
- 3-lamps

BOOK 513 PAGE 515

EQUIPMENT TO BE DELIVERED AND LOCATED AT

Equip for Lt # 69636



EATON FINANCIAL CORPORATION
AND SUBSIDIARY, THE LEASE FACTOR, INC.

The Beaumont Building • P.O. Box 71, South Station • Framingham, MA 01701 • Tel. (617) 620-0099

LEASE NUMBER # 69636
CUSTOMER NUMBER

NAME AND ADDRESS OF LESSEE
(Complete Legal Name)

CHESAPEAKE ENGINEERING INTERNATIONAL, INC
31 OLD SOLOMONS ISLAND RD SUITE 200B
ANNAPOLIS, MD 21401

SUPPLIER OF EQUIPMENT (Complete Address)

DOUGLASS
RADIO CITY PLAZA
1101 W. BALTIMORE AVE
BALTIMORE, MD 21207
(301) 552-9400

DESCRIPTION OF EQUIPMENT LEASED (include make, year, model, identification and model numbers of make)

- 1-computer unit
- 1-cherry desk
- 2-cherry bookcases
- 1-cherry conf. table
- 1-exec.leather chair
- 4-conf. chairs
- 1-Radius desk
- 1-center drawer
- 3-bookcases Radius
- 1-exec. leather chair
- 2-side chairs
- 1-top w/legs
- 2-sec.chairs
- 1-lat.file w/over cab.
- 1-picture
- 3-lamps

EQUIPMENT TO BE DELIVERED AND LOCATED AT

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

1 SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE

NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	PAYMENT FOR FIRST AND LAST
		PAYMENT	TAX	OTHER		
60	60	195.08	9.75		409.66	<input type="checkbox"/> ONE <input type="checkbox"/> TWO <input type="checkbox"/> THREE <input type="checkbox"/> FOUR (OTHER) ___ MOS (OTHER) ___ MOS

ADDITIONAL PROVISIONS

2. **LEASE.** Eaton Financial Corporation (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the Lease Payments as set forth above and on the terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the lease. THE LEASE PAYMENTS SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD IF THE ACTUAL TOTAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE AND IN THAT EVENT THE LESSEE AUTHORIZES LESSOR TO ADJUST THE LEASE PAYMENTS UPWARD OR DOWNWARD, NOT TO EXCEED TWENTY PERCENT (20%).

3. **WARRANTIES.** LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages; and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. **DELIVERY AND ACCEPTANCE.** The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR, the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease. By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

EATON FINANCIAL CORPORATION, LESSOR

By Kathleen Emerald per Ngw
Authorized Signature and Title
Date 5/29/87

Chesapeake Engineering Int'l, Inc.

By James J. Roth
Authorized Signature
Date 2/9/87

ORIGINAL

513 FILE 519

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)

PASADENA 4A RENTALS
8004 JUMPERS HOLE RD
PASADENA MD 21122
150021440 AB

2 SECURED PARTY(IES) and ADDRESS(ES)

DEERE CREDIT SERVICES INC.
P. O. BOX 85090
WEST DES MOINES IA 50265
FORM-JOHN DEERE CO., SYRACUSE, NY

3 MATURITY DATE
(If Any) 10 MAY 87

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No

BK 473 PG 234
251937
Date Filed 10 MAY 84

Filed with ANNE ARUNDEL MD

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party bearing file number shown above is still effective.
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
POSTAGE .50
MD0406 0777 R01 109:28
JUN 24 87
CK

10.

Number of Additional Sheets Presented

02 JUN 87

TO

CLERK OF CIRCUIT CRT
& UCC DIVISION

ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

By _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)

By _____
Signature(s) of Secured Party(ies)

C. Doyle Manager, Processing
MANAGER OF John Deere Company

STANDARD FORM - FORM UCC-3

FILING OFFICER COPY - ALPHABETICAL

1520

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES) PASADENA 4A RENTALS 8004 JUMPERS HOLE RD PASADENA MD 21122 150021440 AD	2 SECURED PARTY(IES) and ADDRESS(ES) DEERE CREDIT SERVICES INC. P. O. BOX 05090 WEST DES MOINES IA 50265 FORM-JOHN DEERE CO, SYRCS, NY	3 MATURITY DATE (If Any) 10MAY98 FOR FILING OFFICER (Date, Time and Filing Office)
4 This statement refers to original Financing Statement bearing File No. 251985 BK 473 PG 232		
Filed with ANNE ARUNDEL MD Date Filed 10MAY84		

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
 POSTAGE .50
 #20407 CTTT R01 T09#29
 JUN 24 87
 CK

10

Number of Additional Sheets Presented 02JUN87

TO
 CLERK OF CIRCUIT CRT
 & UCC DIVISION
 ANNAPOLIS MD 21403
 DEERE CREDIT SERVICES INC.

By: _____
 Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By: *[Signature]*
 Signature(s) of Secured Party(ies) _____
 Manager, Processing
 JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 MATURITY DATE (If Any) 22FEB93
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)

2 SECURED PARTY(IES) and ADDRESS(ES)

PHIPPS
5326 MUDDY CREEK RD.
WEST RIVER
220167734 AA

SPENCER A.
MD 20778

JOHN DEERE COMPANY
P. O. BOX 4949
SYRACUSE NY 13221

4 This statement refers to original Financing Statement bearing File No. 245269
BK 459 PG 174
Filed with ANNE ARUNDEL MD Date Filed 22FEB83

RECORD FEE 10.00
POSTAGE .50
#20395 DTG #01 109414
JUN 24 87
CK

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in item 10.
- 9 RELEASE - Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10

TO
CLERK OF CIRCUIT CRT
& UCC DIVISION
ANNAPOLIS MD 21403

Number of Additional Sheets Presented

02MAY87

JOHN DEERE COMPANY

By
Signature(s) of Debtor(s) (Necessary only if item 8 is applicable)

By
Signature(s) of Secured Party(ies) *[Signature]*
MANAGER OF PROCESSING

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

10 50

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES) WAYSON 1555 GOVNRS BRDGE RD DAVIDSONVILLE 212367439 AB	2 SECURED PARTY(IES) and ADDRESS(ES) CLIFTON H MD 21035 JOHN DEERE COMPANY P. O. BOX 4949 SYRACUSE NY 13221
--	---

3 MATURITY DATE
(If Any) 27 JUL 95
FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 248303
Filed with ANNE ARUNDEL MD Date Filed 27 JUL 83

- 5 CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 TERMINATION Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 ASSIGNMENT The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 AMENDMENT Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 RELEASE Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
POSTAGE .50
#20396 C777 #01 TOP:16
JUN 24 87
CK

10
Number of Additional Sheets Presented 02MAY87

TO
CLERK OF CIRCUIT CRT
& UCC DIVISION
ANNAPOLIS MD 21403

By: _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)
FILING OFFICER COPY - ALPHABETICAL

By: *[Signature]*
Signature(s) of Secured Party(ies)
MANAGER OF PROCESSING

STANDARD FORM - FORM UCC 3
10 50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
UNC Inc.
175 Admiral Cochrane Dr.
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Citicorp Industrial Credit
Inc.
450 Mamaroneck Avenue
Harrison, NY 10528

RECORD FEE 11.00
#20386 C77 R01 TOP:08
JUN 24 87
ll

4. This financing statement covers the following types (or items) of property:
662033-005 C
(1) White Sunstrand Series 80 Omnimill Model C65-LC#50
S/N 80-272
Equipment located at: 1 Winnenden Road
Norwich Industrial Park
Norwich, CT

5. Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

UNC Inc.

By: [Signature]
Signature(s) of Debtor(s)

Citicorp Industrial Credit, Inc.

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(d) All contracts for the sale of the premises hereinafter described; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner, as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and as more particularly described in the Deed of Trust hereinabove referenced.
8. Maturity Date of the obligation, if any: provided in the Note.

Debtor:

Albert Procopio
Albert Procopio

Rose Procopio
Rose Procopio

Secured Party:

SIGNET BANK N.A.

By: Jean R. Liss
Jean R. Liss,
Vice President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: Signet Bank N.A., 1130 Conn. Ave., N.W., Washington, D.C. 20036, Attn: Jean R. Liss.

513 525 -A

"EXHIBIT A"

All of that certain parcel of land located in Anne Arundel County, Maryland, and being more particularly described as follows:

Lot numbered One (1), Tax Map 51, Blocks 19, 20, Parcel 151, Plats 1 and 2 of 4 in the subdivision known as "POPLAR POINT" as per plats recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 101 at Plats No. 45 and 46.

Not to be recorded
in Land Records

Not subject to Recordation Tax
Principal amount of debt secured is:

\$ 1,775,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor: **CROW-ROBINSON RETAIL LIMITED PARTNERSHIP**
Address: 1025 Thomas Jefferson Street, N.W.
Suite 720
Washington, D. C. 20007
2. Secured Party: **THE RIGGS NATIONAL BANK OF WASHINGTON, D. C.**
Address: 800 Seventeenth Street, N.W.
Washington, D. C. 20074
3. Trustee: **ROBERT E. PICKERAL and JAMES L. TRIMBLE**
Address: 800 Seventeenth Street, N.W.
Washington, D. C. 20074 *ce*
4. This Financing Statement covers:
- (a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and
 - (b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and
 - (c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and
 - (d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and
 - (e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by *bona fide* tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: 1988

Debtor: ~~XXXXXXXXXX~~

CROW-ROBINSON RETAIL LIMITED
PARTNERSHIP

By: 
Peter J. Henry,
Managing General Partners

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

The Riggs National Bank of Washington, D. C.
800 Seventeenth Street, N.W.
Washington, D. C. 20074

Attn: Catherine A. Arnold, Vice President



513 528

EXHIBIT "A"

JOHN E. HARMS, JR. AND ASSOCIATES, INC. Consulting Engineers - Architects - Surveyors

PASADENA, MARY

7/10/85
RK/ss

DESCRIPTION OF THE MARY HOFFMAN ET AL
PROPERTY (RESIDUE AREA)
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a concrete monument situate at the Northwest corner of the Douglas W. Diehl property situate on the Northwest side of Robinson Road near its intersection with the Southwest side of Governor Ritchie Highway, Maryland Route 2, 150 feet wide, thence binding on the Northeast boundary lines of the George E. Etzel property recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2104, Folio 24, and the Bruce M. Erickson property recorded among the aforesaid Land Records in Liber M.S.H. 2170, Folio 510 and referring the courses of this description to the Maryland State Grid Meridian and as now surveyed,

(1) North 33 degrees 36 minutes 26 seconds West 421.42 feet to a concrete monument found marking the Northernmost corner of the said Bruce M. Erickson property, thence binding on the Northeast property line of the Howard M. Field property recorded among the aforesaid Land Records in Liber M.S.H. 2176, Folio 264,

(2) North 36 degrees 54 minutes 38 seconds West 74.77 feet to a concrete monument found, thence binding on part of the Southeast boundary line of the Howard M. Field property recorded among the aforesaid Land Records in Liber M.S.H. 2158, Folio 277,

(3) North 44 degrees 22 minutes 44 seconds East 35.89 feet to a concrete monument found, thence

(4) North 35 degrees 51 minutes 52 seconds West 290.10 feet to a concrete monument found thence binding on the Southeast boundary line of

183/74

the Baltimore and Annapolis Railroad property recorded among the aforesaid Land Records in Liber N.H.G. 10, Folio 86, the two (2) following courses,

(5) North 52 degrees 34 minutes 37 seconds East 419.83 feet to a concrete monument found thence,

(6) North 52 degrees 36 minutes 56 seconds East 155.10 feet to the Southwest side of Governor Ritchie Highway, Maryland Route 2, 150 feet wide thence binding on said Southwest side,

(7) South 35 degrees 29 minutes 41 second East 657.01 feet to an iron pipe set, thence binding on the Northwest property line of the Friendly Ice Cream Parcel and crossing Eadds Drive, 60 feet wide,

(8) South 54 degrees 35 minutes 19 seconds West 360.24 feet to an iron pipe set crossing over an iron pipe found 60.00 feet from the end of said line, thence binding on the Southwest side of Eadds Drive, 60 feet wide,

(9) South 35 degrees 24 minutes 41 seconds East 414.03 feet to an iron pipe set, and

(10) South 12 degrees 14 minutes 31 seconds West 33.68 feet to an iron pipe set thence binding on a proposed 80 foot wide right-of-way line for Robinson Road as recorded among the aforesaid Land Records in Liber W.G.L. 3447, Folio 594,

(11) South 59 degrees 53 minutes 43 seconds West 55.02 feet to an iron pipe set, thence binding on the East boundary line of the Douglas W. Diehl property recorded among the aforesaid Land Records in Liber W.G.L. 3115, Folio 733,

183/75

(12) North 35 degrees 26 minutes 41 seconds West 259.80 feet to a post, thence binding on the Northwest boundary line of the said Diehl property,

(13) South 59 degrees 47 minutes 19 seconds West 180.54 feet to the point of beginning,

CONTAINING 10.263 acres of land, more or less,

BEING part of that conveyance from Milton I. Vogelhut, Executor of the last will and testament of Nellie V. Mannion, deceased, to Mary Rose Hoffman and Ruth Ann Etzel, by deed dated September 19, 1974, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.G.L. 2709, Folio 767.

BEING all of the Mary Hoffman Et Al property recorded among the aforesaid Land Records in Liber W.G.L. 2709, Folio 761.

BEING all of the George Etzel property recorded among the aforesaid Land Records in Liber G.T.C. 989, Folio 227,

BEING all of the Mary R. Hoffman property recorded among the aforesaid Land Records in Liber W.G.L. 3045, Folio 349,

SUBJECT to a 15 foot wide storm drain easement Southwest of Eadds Drive, A PERPETUAL EASEMENT Southwest of Eadds Drive, a revertible easement 15 feet wide on the West and North sides of Eadds Drive as recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3447, Folio 94,

SUBJECT to an additional revertible easement 25 feet wide, in all 40.00 feet wide at the Northwest termination line of Eadds Drive, 60 feet wide, as shown on a plat entitled Friendly Ice Cream Parcel, recorded among the aforesaid Plat Records in Plat Book 89, Page 1,

Page four

ALL as shown on a plat entitled Pappy's Restaurant at Robinson Road, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 69, Page 9, recorded among the aforesaid Land Records in Liber W.G.L. 3447, Folio 594.

The above described parcel according to a recent survey made by John E. Hams, Jr. and Associates, Inc. dated June 26, 1985.

183/76A

FINANCING STATEMENT

1. Name of Debtors: GEORGE S. REGESTER and
CAROLYN G. REGESTER
Address: 4510 Bucks School House Road
Baltimore, Maryland 21237

2. Name of Secured Party: EQUITABLE BANK, NATIONAL
ASSOCIATION
Address: 350 Hospital Drive
Glen Burnie, Maryland 21061
Attn: Denise Kerley
Banking Officer

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtors in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtors, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in a Deed of Trust dated April 13, 1987, from Debtors to Joseph V. Prado and Denise Kerley, Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtors' right, title and interest in and to, including, without limitation, all of the Debtors' accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtors, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

RECORDED SEE 12-00
INDEXED .50
JUN 24 87
ul

(c) All of the Debtors' right, title, and interest in and to, including, without limitation, all of the Debtors' accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtors, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

12-50



5. The Debtors certify that no recordation tax is due in connection with the filing of this Financing Statement.

Debtors:

George S. Regester (SEAL)
George S. Regester

Carolyn G. Regester (SEAL)
Carolyn G. Regester

DATED: April 13, 1987

Clerk, please return to: ~~Shaun F. Garrick, Esquire~~
ATLANTIC TITLE COMPANY Miles & Stockbridge
36 South Charles Street 10 Light Street, Suite 1800
2301 Charles Center Baltimore, Maryland 21202
Baltimore, MD 21201

PLEASE RECORD WITH: _____ State Department of Assessments and Taxation
_____ Anne Arundel County Land Records
 Anne Arundel County Financing Statement Records
_____ Baltimore County Financing Statement Records

268217

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GODDS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: 9418 ANNAPOLIS RD
CITY & STATE: LANHAM, MD. 20706

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	
GEORGE ZIGLER	05-04-87	
DONETTA ZIGLER	ACCOUNT NO.	TAB
196 CHARLOTTE RD APT#1 LAUREL, MD. 20707	518300881	8003

Filed with: ANNE ARUNDEL

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

(1) Home Comp (2) Stereo Eq (3) TV (3) VCR

RECORD FEE 12.00
RECORD TAX 24.50
FILING FEE .50
TOTAL 0345 R01 T16:14
JUN 24 87

cc

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 30588.66

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Matthew Fenwick TITLE ASST MGR

George Zigler DEBTOR
Donetta Zigler DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

D- 24.00 SD

268218

513 535

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

FILING OFFICER NOTICE
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 3418 ANNAPOLIS RD
CITY & STATE: LANHAM, MD. 20706

DEBTOR(S) (AND ADDRESSES) VICKIE TUCKER		DATE OF THIS FINANCING STATEMENT 04-28-87	
THOMAS TUCKER		ACCOUNT NO.	TAB
5545 GLOUCESTER ST. CHURCHTON, MD.		20733	368305447 8078

Filed with: ANNE ARUNDEL CTY

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

BIKES, BINOC, CAM EOT, LWN MTR, LWN ETR, RADIO, FISH EOT, GOLF EOT, CRYSTAL, RFL, SPRT, TRNBL, TV, TRWIT, VCL, CAM, HAND TL

RECORD FEE 12.00
RECORD TAX 24.50
DUPLICATE .50
MAY 12 0345 801 T16-14
JUN 24 87

ll

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 3262.57

BY Matthew Fenwick
TITLE
MATTHEW FENWICK ASST MGR
ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

Vickie Tucker DEBTOR
Thomas Tucker DEBTOR
VICKIE TUCKER
THOMAS TUCKER

17-2459/50

EXHIBIT A

All those lots of parcels of ground and as recorded and known as "OAK HOLLOW" Subdivision, and recoded amount the Land Records of Anne Arundel County, Maryland, as "OAK HOLLOW, Section I, Phase I, "Plat Book 4905 Book 94 page 30 and 31 known as lots 9,43,44,47, 48, 49, 92, 93,96,97,100,101,104,105,106,108,111,112,113,114, and "OAK HOLLOW, Section I, Phase II'" Plat Book 5014, Book 96 page 39, 40 and 41 known as Lots 1-5, 12-14, 16-31,51-89, Section I Phase II Oak Hollow Subdivision, Pasadena, Anne Arundel County, Maryland.

Mailed to: County Title Agency

TERMINATION STATEMENT

This Statement of Termination of financing is presented for filing pursuant to the provisions of Article 9 of the Uniform Commercial Code of Maryland. The secured party certifies that the secured party no longer claims a security interest under the financing statement bearing the file number shown above.

Date: 5/21/87

Secured Parties:

RECORD FEE 10.00
POSTAGE .50
H20428 CITT R01 T09:50
JUN 24 87

Mercantile Mortgage Corporation

By: Paul W. Parker

Mercantile-Safe Deposit and Trust Company

By: Bruce J. Hughes

10/50

CR

513 - 537

257215

TO BE RECORDED:

- _____ Among the Land Records of Anne Arundel County, Maryland
- X Among the Financing Statement Records of Anne Arundel County, Maryland
- _____ Among the Records of the State Department of Assessments and Taxation

Not Subject to Recordation Tax

Principal Amount is \$2,600,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement (the "Deed of Trust") recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

FINANCING STATEMENT

1. Debtor: Address:
 William J. Wroten 1319 Klinloch Circle
 Jean L. Wroten, husband and wife Arnold, Maryland 21012

2. Secured Parties:
 a) Mercantile Mortgage Corporation c/o Mercantile Mortgage Corporation
 b) Mercantile-Safe Deposit & Trust 200 E. Redwood Street
 Company P.O. Box 17027
 Baltimore, Maryland 21203

3. Maturity Date of Obligation: July 3, 1986

4. This Financing Statement Covers:
 (a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise cooking apparatus, and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and
 (b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the

1985 JUL -5 PM 1:48

1460



FINANCING STATEMENT

- 003892
- () Record among the Land Records of Anne Arundel County, Maryland
 (X) Record among the Financing Statement Records of Anne Arundel County, Maryland
 () File with the State Department of Assessments and Taxation

THIS Financing Statement evidences and publicizes the provisions of that certain Security Agreement executed by Riva II Limited Partnership, a Maryland limited partnership, and Citizens Bank and Trust Company of Maryland, dated JUNE 17TH, 1987, which evidences part of the security for a Five Million Nine Hundred Thousand (\$5,900,000.00) Dollar obligation due from the Debtor.

NAME OF DEBTOR

RIVA II LIMITED PARTNERSHIP

ADDRESS

1201 Seven Locks Road
 Rockville, Maryland 20854

SECURED PARTY

Citizens Bank and Trust Company of Maryland

ADDRESS

6200 Baltimore Avenue
 Riverdale, Maryland 20737

- LAW OFFICES: NYLEN & GILMORE
- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows, and stoves, gas and electric ranges, ovens, disposals, dishwashers, awnings, shrubbery, plants, boilers, tanks, machinery, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds, and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.
- B. Proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof, including without limitation, all revenues, rents, issues and profits and other income of and from the herein described land and collateral.
- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of the eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
- 4.0
 JUN 18 87
 (ll)

2. The above described goods, property, interests and rights are located at or affixed to or relate to the property and the improvements now or hereafter existing on the property described as Lot 9, containing 3.00 acres, in the subdivision known as "Replatted Lot 9 Plat Three Annapolis Science Center", Anne Arundel County, Maryland, and being more particularly described in that certain Deed of Trust and Consolidation and Modification Agreement from Debtor to Gordon T. Wells, II and Daniel J. Gillespie, Trustees, securing the indebtedness owed by Debtor to the Secured Party and intended to be recorded among the Land Records of Anne Arundel County, Maryland, prior hereto, and said Deed of Trust and Consolidation and Modification Agreement constitutes the security agreement to this secured transaction,

DEBTOR

RIVA II LIMITED PARTNERSHIP, a
Maryland limited partnership

By: 
Robert R. Furman, General Partner

By: FURMAN ASSOCIATES, INC.,
General Partner

By: 
Robert R. Furman, President

Attest:  Sec.
David E. Furman, Secretary

SECURED PARTY:

CITIZENS BANK AND TRUST COMPANY
OF MARYLAND

By: 

LAW OFFICES NYLEN & GILMORE

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 513 REC 540 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4384.00

If this statement is to be recorded in land records check here.

This financing statement Dated 04-27-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT AND CAROL JACK

Address 3265 PORTSMOUTH DRIVE SEVERN MARYLAND 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997

GLEN BURNIE MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05-05-90

4. This financing statement covers the following types (or items) of property: (list)

BIKE, TELESCP, BKS, CN COLL, EXER EQUIP, LWN MWR, HMCMP, MUSIC EQUIP, STEREO EQUIP, CASS, TV, VCR, HD TOLS

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 31.50
POSTAGE .50
TOTAL \$ 44.00
JUN 25 87

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert F. Jack
(Signature of Debtor)

Type or Print Above Name on Above Line

Carol Jack
(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M. Raley
(Signature of Secured Party)

Type or Print Above Signature on Above Line

18 315 12

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 513 PAGE 541 Identifying File No. 009221

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3058.66

If this statement is to be recorded in land records check here.

ANNE ARUNDEL COUNTY This financing statement Dated 04-27-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SYLVIA ROBERTSON

Address 7738 A NELSON LOOP FT MEADE MARYLAND 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 04-24-99

4. This financing statement covers the following types (or items) of property: (list)

CAM EQUIP, CAM LNES, JEWELRY, RADIO, CASSTE, REVR, SPKR, TUNRTABLE, TV, VCR, VDO GAMES

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50
MAY 13 0777 AM 108:28
JUN 25 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Sylvia Robertson (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jayce M. Kelly (Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Handwritten notes: 11/24/87, 50



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 Identifying File No. 200000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$3976.25

If this statement is to be recorded in land records check here.

This financing statement Dated 4-17-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM L HIBBS JR & PEGGY HIBBS
Address P O BOX 353 HANOVER MD 21075 (RIDGE CHAPEL RD CHESAPEAKE MOBILE CT

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P O BOX 997 GLEN BURNIE MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4-19-90

4. This financing statement covers the following types (or items) of property: (list)

ANS MAC,
Bike
Bks
Cam. Eqp.
Hm Comp.
Guitar
Stereo Equip
TV
VCR

Table with columns: Name and address of Assignee, Amount, Date. Includes entries for FEE 12.00, AM 28.00, and JUN 25 87.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: WILLIAM L HIBBS JR
Type or Print Above Name on Above Line
Signature of Debtor: PEGGY HIBBS
Type or Print Above Signature on Above Line

Signature of Secured Party: JAYNE M. RALEY
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 8001 513 PRE 542 Identifying File No. 268220

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1925.03

If this statement is to be recorded in land records check here.

This financing statement Dated 4-15-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROLAND F & CAROL YORK
Address 516 CHURCH ST BALTO MD 21225

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P O BOX 997 GREEN BURNIE MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4-21-90

4. This financing statement covers the following types (or items) of property: (list)

BIKES, 3 PIECES OF JEWELRY, STEREO EQUIP, CASSTE, TV

Name and address of Assignee
RECORD FEE 12.00
RECORD TAX 14.00
TOTAL 26.00

200 0777 001 108:29
JUN 25 87

CHECK [X] THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor

ROLAND YORK
Type or Print Above Name on Above Line

Signature of Debtor

CAROL YORK
Type or Print Above Signature on Above Line

Signature of Secured Party

JOYCE RALEY
Type or Print Above Signature on Above Line

10 14 50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC 500X 513
 Identifying File No. 208

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK
 If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3100.02

If this statement is to be recorded in land records check here.

This financing statement Dated 04-15-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KENNETH E ACKER & VIVA ACKER
 Address 300 3025 C THOMPSON CT FT MEADE MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address P O BOX 997 GLEN BURNE MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 04-15-90

4. This financing statement covers the following types (or items) of property: (list)
ANS MACH, ANTIQUES, ENCYCL, BIBES, STG TRIM, LWN MWR, HM COM, SFTWRE, JEWELRY, GUITAR, RADIOS, STEREO EQUIP, SPEAKERS, TRUMBLE, TV, S VCR

Name and address of Assignee
 FILING FEE 12.00
 TAX 24.50
 CHARGE .50
 JUN 25 87
 077 801 108:29

- CHECK THE LINES WHICH APPLY
5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Kenneth E. Acker
 (Signature of Debtor)
KENNETH E ACKER
 Type or Print Above Name on Above Line

Viva Acker
 (Signature of Debtor)
VIVA ACKER
 Type or Print Above Signature on Above Line

Joyce M. Raley
 (Signature of Secured Party)
AVCO Financial Services
 Type or Print Above Signature on Above Line

15
 2410 20

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 BOOK 513 PAGE 545 Identifying File No 268223

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2463.61

If this statement is to be recorded in land records check here.

This financing statement Dated 05-27-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MIKEL A LAWHORN

Address 19 BALLMAN CRT
BALTIMORE MARYLAND 21225

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 GLEN BURNIE MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12-03-89

4. This financing statement covers the following types (or items) of property: (list)

CAMERAS, COIN COLL, FIREARMS, JEWELRY, GUITAR, ORGAN, FISH EQUIP, FLYR RCR, RECVR, SP KRS, TURNTBL, TV, VCR

Name and address of Assignee

SEARCH FEE 11.00
 RECORD TAX 17.50
 SERVICE .50
 MARYLAND CTR 101 T08430
 JUN 25 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mikel A Lawhorn
 MIKEL A LAWHORN (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jayce M. Raley
 (Signature of Secured Party)

Type or Print Above Signature on Above Line

11/10 50

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STATE OF MARYLAND

FINANCING STATEMENT FORM UCC 8001 **513** PAGE **548** Identifying File No. **268220**

AV

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1975.20

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 28, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DONNA P. CARTER
 Address 1927 ARWELL CRT. SEVERN, MD. 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
 Address PO BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 060790

4. This financing statement covers the following types (or items) of property: (list)

EXCR. EOP, JEWEL, RADIO, STEREO EOP, TV, VDO GAMES, BEDROOM SET

Name and address of Assignee

RECORD FEE 11.00
 RECORD TAX 14.00
 CHARGE .50
 JUN 23 0777 801 108:31
 JUN 25 87

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Donna P. Carter
 (Signature of Debtor)

 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Jayne M. Raley
 (Signature of Secured Party)

 Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 513 PAGE 547 Identifying File No. 268200

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1975.20

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 19, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KATHLEEN HARNLY
 Address 323 BURNS CROSSING RD SEVERN, MD. 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
 Address PO BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ART, BIKE, BKS, CAM, JEWEL, PIANO ORGAN, RADIO, RECVR, TV, 3 TYPWRT, GAMES

Name and address of Assignee

SEARCH FEE 11.00
 RECORDING TAX 14.00
 STATE .50
 JUN 25 1987

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CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Kathleen M. Harnly
 (Signature of Debtor)

 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Joyce M. Raley
 (Signature of Secured Party)

 Type or Print Above Signature on Above Line

11 14 87



STATE OF MARYLAND

FINANCING STATEMENT FORM UC 9001 513 PAGE 548 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 208231

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1700.76

If this statement is to be recorded in land records check here.

This financing statement Dated 5-12-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RAYMOND LAPIERRE
Address 48 N. TWIN CIRCLE WAY BALTIMORE, MD. 21227

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5-15-89

4. This financing statement covers the following types (or items) of property: (list)

STEREO EQUIP. 250.00
TELEVISION 50.00
CHAIN SAW 159.00
DRILL 89.00
HAND TOOLS 150.00
6 PIECE LIVINGROOM & 5 PIECE DINETTE 670.00
3 ELECTRIC SAWS 225.00

Name and address of Assignee
RECORD FEE 11.00
RECORD TAX 14.00
MORTGAGE .50
JUN 25 87

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Raymond R Lapierre

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Joyce M Kelly

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 288232

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1075.20

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PAMELA J. LUNCZNSKI

Address 218 NEWPORT DR. SEVERNA PARK, MD. 21145

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE

Address PO BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/10/90

4. This financing statement covers the following types (or items) of property: (list) BIKE, JEWELRY, RADIO, SPORTS EQUIP, PLYR, TV, VCR, VDO GAMES

Name and address of Assignee

SEARCH FEE 11.00
RECORDING TAX 14.00
NOTARIAL FEE .50
JUN 25 1987

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Pamela J. Luncznski
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jayne M. Raley
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-14-90

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 513 Identifying File No. 55233

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1975.20

If this statement is to be recorded in land records check here.

This financing statement Dated 5-27-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FLORENCE M JENNINGS
 Address 3062 PERCH DR RIVA MD 21140

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address P O BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 06-03-90

4. This financing statement covers the following types (or items) of property: (list)

CAM EQP, GRDN EQP, VDO CAM

Name and address of Assignee
 RECORD FEE 11.00
 RECORD TAX 14.00
 SERVICE .50
 COUNTY CTTI 001 T08#34
 JUN 25 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Florence Jennings
 (Signature of Debtor)

FLORENCE M JENNINGS
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary K Bryant
 (Signature of Secured Party)

MARY K BRYANT

Type or Print Above Signature on Above Line

15- 145 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208234

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2650.84

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DENISE E. WALLACE
Address 214 PARKER AVE. ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 297 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/1/90

4. This financing statement covers the following types (or items) of property: (list)

JEWEL, RADIO, STEREO EQP, SPKR, TV.

Name and address of Assignee
RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50
JUN 25 1987

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Denise Wallace
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M. Kelly
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-21-80

A. A. County

STATE OF MARYLAND

FINANCING STATEMENT

FORM UCC-300

513

Identifying File No.

268235

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4999.89

If this statement is to be recorded in land records check here.

This financing statement Dated May 21, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES E. AND REBA GALES
Address 232 ANDOVER RD. LINTHICUM, MD. 21090

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 3, 1990

4. This financing statement covers the following types (or items) of property: (list)

Lawn mower, Stereo equipment, Receiver, speakers, Television, VCR, Video games, Paint sprayer

AVCO Financial Services of Glen Burnie
P. O. Box 997
Glen Burnie, Md. 21061

RECORDED FEE 12.00
RECORD TAX 35.00
TOTAL 47.00
JUN 25 87

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

James E Gales (Signature of Debtor)
JAMES E. GALES
Type or Print Above Name on Above Line
Reba Gales (Signature of Debtor)
REBA GALES
Type or Print Above Signature on Above Line

R. T. Curran (Signature of Secured Party)
R. T. CURRAN
Type or Print Above Signature on Above Line

10-35 -56

STATE OF MARYLAND

1304/

FINANCING STATEMENT FORM UCC 890A 513 PAGE 553 Identifying File No. 268236

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3160.62	If this statement is to be recorded in land records check here. <input type="checkbox"/>
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This financing statement Dated 05-18-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT E. PERKINS
Address 289 MAXO CRT GLEN BURNIE MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05-18-90

4. This financing statement covers the following types (or items) of property: (list)

- RECVR
- SPKR
- TRNTBL
- VCR
- VDO GAMES

Name and address of Assignee	
RECORDED FEE	12.00
PROPERTY TAX	24.50
POSTAGE	.50
RECORDED 0777	NOV 10 1987
	JUN 25 87

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CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert E. Perkins
(Signature of Debtor)

ROBERT E. PERKINS
Type or Print Above Name on Above Line

Deborah M. Perkins
(Signature of Debtor)

DEBORAH M. PERKINS
Type or Print Above Signature on Above Line

David M. Butler
(Signature of Secured Party)

DAVID M. BUTLER
Type or Print Above Signature on Above Line

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STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-BOOK 513 PAGE 554 Identifying File No. 268237

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3823.33

If this statement is to be recorded in land records check here.

This financing statement Dated 05-21-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALLAN R. KRICK JR. AND DEBRA KRICK
Address 7628 THIRD AVE. GLEN BURNIE MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05-26-90

4. This financing statement covers the following types (or items) of property: (list)

BIKE, LENSES, FIREARMS, LWN MWR, GRDN TLS, JEWEL, RADIO, FISH EQP, TV.

Name and address of Assignee

SECURED FEE 12.00
RECORD TAX 28.00
POSTAGE .50

MARYLAND 0777 001 108:37
JUN 25 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Allan R. Krick
(Signature of Debtor)

ALLAN R. KRICK
Type or Print Above Name on Above Line

Debra Krick
(Signature of Debtor)

DEBRA KRICK
Type or Print Above Signature on Above Line

David M. Butler
(Signature of Secured Party)

DAVID M. BUTLER
Type or Print Above Signature on Above Line

17 28 .50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4999.89

If this statement is to be recorded in land records check here.

This financing statement Dated 05-19-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TIMOTHY AND CATHY CHAMPION
 Address 638 CADBURY DR. ODENTON, MD. 21113

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
 Address PO BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05-25-90

4. This financing statement covers the following types (or items) of property: (list)

CSSTE, PLYR/RECDR, RECDR, SPKR, TPE PLYR/RECDR, TRNTBL, TV, VCR, WKSHIP EQP.

Name and address of Assignee
 RECORD FEE 12.00
 RECORD TAX 35.00
 FEE .50
 JUN 25 1987
 JUN 25 87
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CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
 (Signature of Debtor)

TIM CHAMPION
 Type or Print Above Name on Above Line

[Signature]
 (Signature of Debtor)

CATHY E. CHAMPION
 Type or Print Above Signature on Above Line

[Signature]
 (Signature of Secured Party)

DAVID M. BUTLER
 Type or Print Above Signature on Above Line

1035.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UC 001 513 PAGE 558 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK **239**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4000.00

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALPHONSO A. REID
 Address 1042, SALEEM HARBOUR PASADENA, MD. 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
 Address PO BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6-3-90

4. This financing statement covers the following types (or items) of property: (list)

HOME COMP

Name and address of Assignee

RECORD FEE 11.00
 RECORD TAX 35.00
 POSTAGE .50
 MARYLAND STATE ARCHIVES
 101 TOLSON BLVD
 JUN 25 1987
lll

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Alphonso A. Reid
 (Signature of Debtor)

ALPHONSO A. REID
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary K. Bryant
 (Signature of Secured Party)

MARY K BRYANT

Type or Print Above Signature on Above Line

11 35 - .50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 268210

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1998.49

If this statement is to be recorded in land records check here.

This financing statement Dated 05-18-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN J. KEAN
Address 3025-A THOMPSON CRT, FT MEADE, MD, 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 997 GLEN BURNIE, MD, X21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05-25-89

4. This financing statement covers the following types (or items) of property: (list)

GOLF/TENNIS EQP, STEREO EQP, CSSTE, PLYR/RCDR, RECVR, SPKR, TPE PLYR/RCDR, TRNTBL, VCR

Name and address of Assignee
RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50

JUN 25 87

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor (Handwritten signature of John J. Kean)

JOHN J. KEAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party (Handwritten signature of David M. Butler)

DAVID M. BUTLER
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11 14 SD

STATE OF MARYLAND

13044

FINANCING STATEMENT

FORM UCC-1

BOOK 513

Identifying File No. 808211

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2650.84

If this statement is to be recorded in land records check here.

This financing statement Dated 05-19-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STEVEN W. HOPKINS AND JOYCE HOPKINS

Address 7216-A EUBANKS LOOP FT MEADE MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05-30-90

4. This financing statement covers the following types (or items) of property: (list)

BIKE, CAM EQP, CAM LENSES, STG TRIM, LWN MWR, GRDN TLS, JEWEL, RADIO, STEREO EQP, RECVR, SPKR, TPE PLYR/RCDR, TRNTBL, TV, CAMPING EQP.

Name and address of Assignee
RECORD FEE 12.00
RECORD TAX 21.00
POSTAGE .50
NOTES C777 #01 108:39
JUN 25 87
lee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Steven W. Hopkins
(Signature of Debtor)

STEVEN W. HOPKINS
Type or Print Above Name on Above Line

Joyce M. Hopkins
(Signature of Debtor)

JOYCE M. HOPKINS
Type or Print Above Signature on Above Line

David M. Butler
(Signature of Secured Party)

DAVID M. BUTLER
Type or Print Above Signature on Above Line

10-

21-

30

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 268212

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2100.00

If this statement is to be recorded in land records check here.

This financing statement Dated 5-21-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File # 13053

1. DEBTOR

Name ELMER E. MCDONALD
Address 547 AMBERLY RD. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6-1-90

4. This financing statement covers the following types (or items) of property: (list)

LWN MWR
RADIO
STEREO EQP
TV
VCR

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 17.50
POSTAGE .50
JUN 25 87

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor (Handwritten signature)

ELMER MCDONALD

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party (Handwritten signature)

MARY K BRYANT

Type or Print Above Signature on Above Line

11 1100.50

STATE OF MARYLAND

13018

FINANCING STATEMENT FORM UCC-1 BOOK 513 PAGE 587 Identifying File No. 268223

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2772.35

If this statement is to be recorded in land records check here.

This financing statement Dated 05-08-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOSEPH AND MELINDA A. CORUM
Address 1835 JAYBIRD CRT. SEVERN, MD. 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05-15-90

4. This financing statement covers the following types (or items) of property: (list)

- books
cn/stmp collect
garden eqp
lawn mower
lawn edger
tpe/plyr recorder
TV

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 28.00
POSTAGE .50
20737 0777 801 102:40
JUN 25 87

CHECK [X] THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Joseph Corum
(Signature of Debtor)
JOSEPH CORUM

Type or Print Above Name on Above Line

Melinda Corum
(Signature of Debtor)

MELINDA A. CORUM
Type or Print Above Signature on Above Line

David M Butler
(Signature of Secured Party)

DAVID M. BUTLER
Type or Print Above Signature on Above Line

1200 - 28 - 40

STATE OF MARYLAND

BOOK **FINANCING STATEMENT** FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3106.57

If this statement is to be recorded in land records check here.

This financing statement Dated 05-21-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WALTER M. SPRIGGS
Address 8029-A LESLIE RD, FT MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 06-03-90

4. This financing statement covers the following types (or items) of property: (list)

- BIKE
- EXCR EQP
- TRUMPET
- RADIO
- CSSTE, PLYR/RCDR
- RECVR
- SPKR
- TPE PLYR/RECDR
- TRNTBL
- TV
- VCR

Name and address of Assignee

RECORD FEE 11.00
 RECORD TAX 24.50
 POSTAGE .50
 110737 017 001 108:41
 JUN 25 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

WALTER SPRIGGS
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

DAVID M. BUTLER

Type or Print Above Signature on Above Line

11- 2410 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 513 PRE-503 Identifying File No. 208216

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2156.19

If this statement is to be recorded in land records check here.

This financing statement Dated May 14, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Steven E. Leitch
 Address 45 Mayo Road; Edgewater, Md. 21037

2. SECURED PARTY

Name Avco Financial Services of Glen Burnie
 Address P. O. Box 997; Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 20, 1989

4. This financing statement covers the following types (or items) of property: (list)

(1) ans. mach., 16' boat, 55hp boat motor

Name and address of Assignee

RECORD FEE 11.00
 RECORD TAX 17.50
 FRANCHISE .50
 077 001 102:42
 JUN 25 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Steven E. Leitch
 (Signature of Debtor)

Steven E. Leitch
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David M. Butler

(Signature of Secured Party)

David M. Butler
 Type or Print Above Signature on Above Line

11- 17.50 .50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 513 PAGE 504 Identifying File No. 268227

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2752.20

If this statement is to be recorded in land records check here.

This financing statement Dated 05-08-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVID AND MARIA RINAMIN
Address 1615 E DANCROFT LANE CROFTON, MD, 21114

2. SECURED PARTY

Name AVEO FINANCIAL SERVICE
Address PO BOX 997 GLEN BURNIE, MD, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05-15-90

4. This financing statement covers the following types (or items) of property: (list)

CAMERA EQUIPMENT
FIREARMS

Name and address of Assignee

RECORDING FEE 12.00
RECORD TAX 21.00
POSTAGE .50
920141 0777 801 103:42
JUN 25 87

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor (David L. Rinamin)

DAVID L. RINAMIN
Type or Print Above Name on Above Line

Signature of Debtor (Maria Rinamin)

MARIA RINAMIN
Type or Print Above Signature on Above Line

Signature of Secured Party (David M. Butler)

DAVID M. BUTLER
Type or Print Above Signature on Above Line

Handwritten marks: 12, 21, 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 513 PAGE 505 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2192.04

If this statement is to be recorded in land records check here.

This financing statement Dated 5/18/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KEITH D. AND THERESA MILES
Address 8096 ROUND TABLE CRT, PASADENA, MD. 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/15/90

4. This financing statement covers the following types (or items) of property: (list)

- Bike, Cam, Cam, Lawn Mower, Lawn Edger, Green Tls, Jewel, Amps, Guitar, Fish Egg, Stereo Egg, TV, VCR, VCR, VCR, D-1, D-1, P-1, K/Ln, L.V. Record Set

Name and address of Assignee

RECORD FEE 12.00
SECURITY TAX 17.50
POSTAGE .50
#20742 0777 #01 108-43
JUN 25 87

CHECK [X] THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Keith D. Miles Sr.
(Signature of Debtor)

Keith D. Miles Sr.
Type or Print Above Name on Above Line

Theresa R. Miles
(Signature of Debtor)

Theresa R. Miles
Type or Print Above Signature on Above Line

Mary K. Bryant
(Signature of Secured Party)

Mary K. Bryant
Type or Print Above Signature on Above Line

12- 750 .50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 BOOK 513 PAGE 500 Identifying File No. 208219

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2497.91

If this statement is to be recorded in land records check here.

This financing statement Dated 5/4/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Shirley Robinson & Leon Green
 Address 8224 Clearwater Crt Secern, MD 21144

2. SECURED PARTY

Name AVCO Financial Services
 Address P.O. Box 997 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/5/90

4. This financing statement covers the following types (or items) of property: (list)

Cam EGP
TV
Vido Games

Name and address of Assignee

RECORD FEE 12.00
 RECORD TAX 17.50
 POSTAGE .50
 JAMES C 777 801 108:44
 JUN 25 87
ue

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Shirley Robinson
 (Signature of Debtor)
Shirley Robinson
 Type or Print Above Name on Above Line
Leon Green
 (Signature of Debtor)
Leon Green
 Type or Print Above Signature on Above Line

David M Butler
 (Signature of Secured Party)
David M. Butler
 Type or Print Above Signature on Above Line

15 1750 50

STATE OF MARYLAND

FINANCING STATEMENT

FORM UCC-1

513

FACE 500

Identifying File No. 002070

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2294.00

If this statement is to be recorded in land records check here.

This financing statement Dated 04/30/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rosa Wester
Address 7233 E. Calvary Rd. Ft. Meade, MD 20755

2. SECURED PARTY

Name Avco Financial Services
Address P.O. Box 997 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05/10/90

4. This financing statement covers the following types (or items) of property: (list)

Jewel
Stereo Egg
Spkr
TV
VCR

Name and address of Assignee
RECORD FEE 11.00
RECORD TAX 17.50
FEE .50
JUN 25 87

we

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Rosa L. Wester
(Signature of Debtor)

Rosa L. Wester
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David M. Butler
(Signature of Secured Party)

David M. Butler
Type or Print Above Signature on Above Line

11- 1750 20

STATE OF MARYLAND
FINANCING STATEMENT BOOK 513 PAGE 568
FORM UCC-1 Identifying File No. 268251

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2599.86

If this statement is to be recorded in land records check here.

This financing statement Dated 4/28/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Martin W. Skinner
 Address 1689 Independence Crt. Severn, MD 21144

2. SECURED PARTY

Name Avco Financial Services
 Address P.O. Box 997 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05/06/90

4. This financing statement covers the following types (or items) of property: (list)

*Cam Egg
 Stg Trim
 Radio
 Stereo Egg
 TV
 VCR/Discplyr*

Name and address of Assignee	
RECORD FEE	11.00
RECORD TAX	21.00
POSTAGE	.50

2017-05 077 R01 108:45
 JUN 25 87
ll

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Martin W. Skinner
 (Signature of Debtor)

Martin W. Skinner
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

David M. Butler
 (Signature of Secured Party)

David M. Butler
 Type or Print Above Signature on Above Line

11 25 50

STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1 BOOK 513 PAGE 500 Identifying File No. 268252

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$3519.42

If this statement is to be recorded in land records check here.

This financing statement Dated 4-17-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LAWRENCE A & THERESA JARMAN
 Address RT 155 G HAMMERLEE RD GLEN BURNIE MD 21051

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address P O BOX 997, GLEN BURNIE MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4-22-90

4. This financing statement covers the following types (or items) of property: (list)

- ENCYC
- CAM EQP
- CAM LNSES
- CSSTE PLYR
- SPKR
- TV
- VCR
- VDO GAMES

RECORD FEE 12.00
 RECORD TAX 28.00
 -50
 NAME AND ADDRESS OF ASSIGNEE
 746 0777 R01 708-46
 JUN 21 87
 Lee

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Lawrence Allen Jarmann
 (Signature of Debtor)

LAWRENCE A JARMAN
 Type or Print Above Name on Above Line

Terri Ann Jarmann
 (Signature of Debtor)

THERESA JARMAN
 Type or Print Above Signature on Above Line

Mary Bryant
 (Signature of Secured Party)

MARY BRYANT
 Type or Print Above Signature on Above Line

18 28 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 300A 513 PAGE 576 Identifying File No. 268253

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3007.53

If this statement is to be recorded in land records check here.

This financing statement Dated 4-21-97 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARY F & ROBERT O SMITH
 Address 205 A FARRAGUT CT #103 ANNAPOLIS MD 21403

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address P O BOX 997 GLEN BURNIE MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4-23-99

4. This financing statement covers the following types (or items) of property: (list)

Stereo Egg
 Speakers (2)
 TV (2)
 VCR

Name and address of Assignee

RECORD FEE 12.00
 RECORD TAX 24.50
 POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mary F. Smith
 (Signature of Debtor)

MARY F SMITH
 Type or Print Above Name on Above Line

Robert O Smith
 (Signature of Debtor)

ROBERT SMITH
 Type or Print Above Signature on Above Line

David M Butler
 (Signature of Secured Party)

DAVID M BUTLER
 Type or Print Above Signature on Above Line

102430

Real 701 708:47
 JUN 25 97

FINANCING STATEMENT

- () Recorded in the Land Records of Anne Arundel County
- (X) Filed in the Financing Statement Records of Anne Arundel County
- () Filed with the State Department of Assessments and Taxation

This Financing Statement evidences and publicizes the lien and provisions of a Deed of Trust securing a debt in the aggregate principal amount of \$110,000.00 or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME OF DEBTOR: A.A.C. UTILITIES, INC.

ADDRESS: 114 East Lexington Street
Baltimore, Maryland 21202

RECORD FEE 11.00
POSTAGE .50
MORTGAGE 0777 801 109:26

NAME OF SECURED PARTY: MUNICIPAL SAVINGS BANK, F.S.B.

ADDRESS: 115 East Joppa Road
Towson, Maryland 21204

JUN 25 87

1. This Financing Statement covers the following items of property:

A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all walks, fences, shrubbery, driveways, building materials, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the deed of Trust hereinafter mentioned; it being understood that all the aforesaid shall be deemed to be fixtures and part of the land herein described, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned. The provisions hereof shall not apply to machinery apparatus, equipment fittings, fixtures and articles of personal property used in the business of Grantor or Grantor's lessees whether the same are annexed to

1150

the real estate or not, unless the same are also used in the operation of any building located thereon.

B. Proceeds of the above-described collateral.

C. All contract rights of and from the herein-described property or any part thereof.

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of the eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

2. The above described goods, property, interest and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon being known as Lot No. 43, "Revised Plat of North River Forest, Section Three, Plat Two"; recorded among the Land Records of Anne Arundel County in Plat Book No. 89, folio 29, situate in the Second Assessment District of Anne Arundel County, Maryland, and more fully described in and conveyed by Debtor to Thomas K. Sterner and Marybeth Brown, Trustees, in that certain Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement of this secured transaction.

Dated: May 21, 1987

DEBTOR SIGNATURE:
A.A.C. UTILITIES, INC

SECURED PARTY SIGNATURE:
MUNICIPAL SAVINGS BANK, F.S.B.

By: [Signature]
Frank J. Scott, Sr., President

By: [Signature]
J. W. McClean
Sr. Vice President

Return to: Cook, Howard, Downes & Tracy
P.O. Box 5517
Towson, Maryland 21204

268255

BOOK 513 PAGE 573

FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 8, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

RECORDING FEE 11.00
POSTAGE .50
JUN 19 1987 101 109:28

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

JUN 25 87
66

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 3-27-87, Schedule # 01, dated 4-15-87 between Assignor as Lessor and LEASE ACCOUNT # BS5015 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 6, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

BS/RAD/ROX

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	4-Station Shampoo Bulhead
4	Scoop Shampoo Chairs
1	#330 Manicure Table w/lamp
1	Pedicat
1	W500 Facial Chair
1	Wall Mount Magnifying Lamp
3	Stool w/back (1-desk; 1-manicure; 1-facial)
3	#350 Manicure Table w/lamp
3	Ergo Stools
3	#8201 Patron Chairs
1	60" Reception Bench
1	#2804 Chair for Manicure Customer
6	#8201 Customer Reception Chair
	Upcharge for Brushed Brass & Black Laquer
	<u>COLOR SCHEDULE:</u>
	1. Styling Chairs, desk chair, manicurist' chair #20 Geoheather
	2. Stations, desk, retail display, shampoo units #90991 black laquer, accent brushed brass
	3. Bowls - Charcoal
	4. Facial Equipment - White
1	Custom Cascade Reception Desk
2	4' Retail Display w/upper see-thru display
12	#7308 Wall Styling w/2 drawers & lift top for storage
12	36 " X 54" Mirrors for Stations
12	Pietranera Prestige Hydraulic Chair
6	Prestige Dryer Chair w/super air dryer
4	#8300-560 Shampoo Bowls w/V.B.
1	#7308 Three Station Color & Perm Unit
3	36" X 54" Mirrors for Color area

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Davis III

TITLE: Ex VP

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Arthur J. Potts

TITLE: CEO

268256

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 8, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
RECEIVED BY H01 107:29
JUN 25 87
ll

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 3-1-87, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BS5014 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5-6-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with ANNE ARUNDEL COUNTY

BS/UL/FORHAIR

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	48" Cascade Reception Desk
1	Retail Display 48"
1	Waterfall, back to back
1	Cascade Station
3	36" Round Mirrors
2	Shampoo Bulkheads
2	Shampoo Bowls, Grey
2	Scoop Shampoo Chairs
2	Dryer Chairs #225
3	Hydraulic Chairs #225

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: VP

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: [Signature]

TITLE: VP

268257

513 PAGE 577

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 8, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 3-26-87, Schedule # 02, dated 3-27-87 between Assignor as Lessor and LEASE ACCOUNT # 852307 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5-6-87 between Assignor and Assignee:

1 (One) Baum Folder Model 444 MK-II Series 26X40 Folder S/N NSF3125

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

SEARCH FEE 11.00
INDEX FEE .50
JUN 25 1987 109:28

9000725
T/A/WICK

513 578

268253

FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated February 27, 1987, Schedule # 01, dated March 31, 1987 between Assignor as Lessor and LEASE ACCOUNT # 787220 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 6, 1987 between Assignor and Assignee:

- 1 (one) Tri-plex cleat former w/single phase 230 volts, 3hp, including a set of 24-30 guage male/female SLBP rolls mounted
- 1 (one) Pittsburgh Lockformer 24 w/24 guage auto guide power flange attachment
- 1 (one) 2024 Wilder slitting shear 1/3 hp, w/guard

CHECK THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

RECORD FEE 11.00
STAMP FEE .50
MAY 17 1987
JUN 25 87
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FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated April 27, 1987, Schedule # 02, dated April 30, 1987 between Assignor as Lessor and LEASE ACCOUNT # 787240 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 6, 1987 between Assignor and Assignee:

- 1 (one) 1982 Tymco 600 Air Sweeper mounted on 1982 Ford LN-600 S/N 8206SNE6618
- 2 (two) 1978 LN-600 Ford Tymco Sweepers Model 600 S/N's N61DVAK0654
N61DVAK0633

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
SEARCH FEE .50
JUN 25 87
ll

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarjo III

(Signature of Debtor)

Frank J. Sarjo III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

9 200 12 07
sasmor

268260

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 13, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 8, 1985, Schedule # 05, dated April 10, 1987 between Assignor as Lessor and LEASE ACCOUNT # 588050 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 13, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00
PROPERTY .50
120779 CTR NO1 T09429
JUN 25 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, EOP
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

TIDWTR5

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	GP-25 2500 watts 120 volts 1 ph 60 cy gillette alternator set driven by B&S 5 HP heavy duty I/C engine
1 (one)	GP-42 4250 watts 120/240V 1 ph 60 hz gillette alternator set driven by B&S 8 HP heavy duty I/C engine 5 gallon fuel tank installed.
1 (one)	Ice Caddy holds 225 lbs.
1 (one)	Tile Cutter Model 79
1 (one)	2" Diaph. pump 80252 Model 5202W 8X1.75 Tires
2 (two)	367-H "Hollywood" 3-gallon beverage fountain w/24K gold trim
1 (one)	775 Masonry drill stand-electric w/holddown kit MDS 780 w/gast pump, black & decker 748-18AMP MIR ASSY., electrical housing assy 110 volts, 7/8-14 HEX HD CAPSCR 4" 700 series, 1/4-28 SKT HD CAPSCR 1-1/4 IG-B&D
1 (one)	Chipping Hammer 3" X 15" X 68"
1 (one)	T875 BIW TG 115/60/1 Tile saw 1045
1 (one)	ACRY Tray pat w/std DRA
1 (one)	Sneeze guard for med unit
1 (one)	Item #00013H 650 PM 8BS ARA 0771056
2 (two)	10" PRO Edger, 3HP B&S IC
1 (one)	Portable Air compressor S/N A022687251
12 (twelve)	EXB11 Screw in 11" base
12 (twelve)	EXB15 Screw in 15" base
22 (twenty-two)	EXTD7 7-12' Tele Drape Support
12 (twelve)	EXU8 8' Screw in upright
12 (twelve)	EXU3 3' Screw in upright
40 (forty)	GFD8BLUE 8' Drape Royal Blue
48 (forty-eight)	GFD3BLUE 3' Drape Royal Blue
1 (one)	Ice Cream cart w/bicycle wheels, single door, red & white stripes, and umbrella

TRANS-AMERICAN LEASING CORPORATION

BY:

Frank J. Sarro III

TITLE: Frank J. Sarro III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY:

William J. Ottey

TITLE: William J. Ottey, Exec. V.P.

268261

513 582

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated April 17, 1987, Schedule # 01, dated April 17, 1987 between Assignor as Lessor and LEASE ACCOUNT # 787140 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated April 29, 1987 between Assignor and Assignee:

1 (one) Vulcan 1800 Lockformer - S/N BVL502 including accessories

RECORDED FEE 11.00
SEARCH FEE .50
JUN 25 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

statemach

268262

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 13, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Feb. 28, 1984, Schedule # 04, dated May 4, 1987 between Assignor as Lessor and LEASE ACCOUNT # 488220 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 13, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00
POSTAGE .50
BALTIMORE CITY NO1 109:29
JUN 25 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

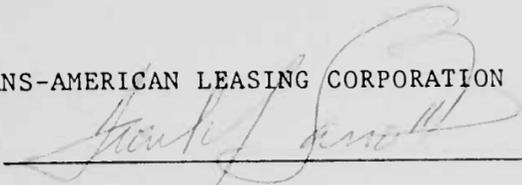
Filed with Anne Arundel County

AUDIOKRF

EQUIPMENT LIST

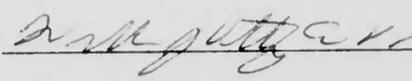
<u>Quantity</u>	<u>Description</u>
1	Sys 55/300-To243-Q31-5 S/N 0056
1	Sys 55 Best/AOS UPG S/N 0056
	To include:
	Q31 Bit Slice Processor
	512K Memory Expandable to 4 MB
	Integral Real-Time Clock
	8 Slot I/O Backplane
	10" Wide Cabinet
	Model 4807 four Channel Video Network Controller
	Model 4850-1 Hub Unit
	Model 4842-6 Serial Extension Cable
	Five Model 4853 Back Panel Connector Cables
	Printer Controller
	Model 3655 310MB Disc Drive and Controller
	Model 5264 1/4" Cartridge Streaming Tape Drive
	BEST/AOS Initial License Fee

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro, III, Exec. VP

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: 

TITLE: William J. Ottey, Exec. V.P.

268263

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Oct. 30, 1986, Schedule # 05, dated April 21, 1987 between Assignor as Lessor and LEASE ACCOUNT # 680301 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated April 29, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

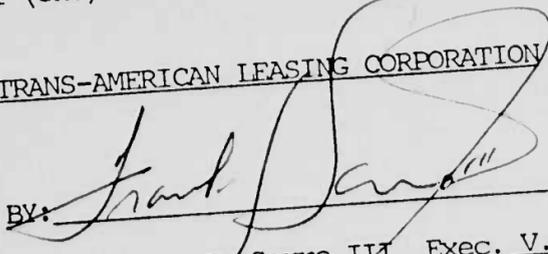
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

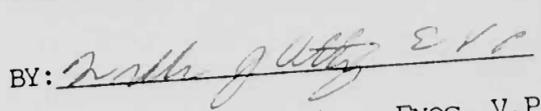
EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2 (two)	Locks GKA 188
2 (two)	Locks GKA 193
2 (two)	Locks GKA 125
4 (four)	Locks GKA
2 (two)	Locks GKA 198
2 (two)	Locks GKA 130
2 (two)	Locks GKA 188
2 (two)	Locks GKA 114
4 (four)	Locks GKA 191
2 (two)	Locks GKA 123
2 (two)	Locks GKA 193
2 (two)	Locks GKA 124
2 (two)	Locks GKA 114
2 (two)	Locks GKA 200
3 (three)	Master Keys
240	Vinyl Cove Base
1 (one)	36" O Round Table Oak
2 (two)	30" O Round Table Oak
1 (one)	30X72 Rect. Table White
1 (one)	Race Track Shaped Table
1 (one)	36X72 Oak Laminate
2 (two)	SPPT Power Poles for T
8 (eight)	28 5/16X44 1/4 Plexi Glass
8 (eight)	NUG3248 Upper Glazed Insert
16 (sixteen)	NPF3248 Dk. Neutral
1 (one)	Filler Panel 8 1/4" X 79" Scandia, SA
2 (two)	364DW/648L Lateral File
5 (five)	GTP 1000 Highwall Track
2 (two)	GHC 1800 Vert Channel
2 (two)	GVG 5000 Gasket
2 (two)	Magnaboard Cabinet Light Oak, white porcelain
1 (one)	Oak Desk
1 (one)	Oak Credenza
1 (one)	Oak Sect. walnut w/return
1 (one)	Drop return w tray drawer
1 (one)	Box 1 file oak satin 42"X20"X28"H

TRANS-AMERICAN LEASING CORPORATION

BY: 
 TITLE: Frank J. Sarro III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: 
 TITLE: William J. Ottey, Exec. V.P.

258261

8008 513 587

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 8, 1985, Schedule # 06, dated May 7, 1987 between Assignor as Lessor and LEASE ACCOUNT # 588050 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 13, 1987 between Assignor and Assignee:

- 1. (one) Disk Drive Upgrade to 69MB Drive
- 6 (six) 14.0MB Tape Cartridges

SEARCH FEE 11.00
STAMP .50
NOTES DTTI RM 109:30
JUN 25 87
ll

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

Anne Arundel
County Land
Records

800 513 101585

268265

FINANCING STATEMENT

Fee No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) W. Gurany & Company, Inc. 808 C. Barkwood Court Linthicum, Maryland 21090	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>JAMES A. SHIMER</u> <u>ASSISTANT VICE-PRESIDENT</u> XXXXXXXXXXXXXXXXXX
--	--

3. This Financing Statement covers the following types (or items) of property:
- All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.
- A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Wholesale Sales (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:
 - B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.
 - C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.
 - D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.
 - E. Other. All of the Debtor's office furniture and fixtures, now owned or hereafter acquired. *808 C. Barkwood Court*
Linthicum, Maryland 21090
4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 110,000.00

DEBTOR:
W. Gurany & Company, Inc.

SECURED PARTY:
Signet Bank Maryland

By: [Signature]
(Type Name)
William Gurany, Sr., Pres.

By: [Signature]
(Type Name)
James A. Shimer, Ass't Vice-President
MAY 22, 1987
(Date Signed by Debtor)

RECORD FEE 11.00
STAMP FEE .50
TOTAL FEE 11.50
JUN 25 87

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

AFTER RECORDATION, RETURN TO HERBERT A. THALER, JR.,
343 NORTH CHARLES STREET, BALTIMORE, MARYLAND 21201, TO
BE RECORDED AMONG THE LAND RECORDS AND FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY AND THE STATE DEPARTMENT
OF ASSESSMENTS AND TAXATION. RECORDATION STAMPS IN THE
AMOUNT OF \$ 770.00 HAVE BEEN PAID IN ANNE ARUNDEL
COUNTY.

012-1071-0000-1
Anne Arundel Co. 781.50
Anne Arundel Co. Land, 12.50
State 11.00

513 PAGE 589

268266

FINANCING STATEMENT FORM UCC 1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated May 26, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ray Sears & Sons
Address 2387 Rutland Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name John C. Louis Company, Inc.
Address 1805 Cherry Hill Road, Baltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

One Liebherr, Model LR621B with one general purpose bucket, Serial No. 0540.

RECORD FEE 11.00
POSTAGE .50
JUN 25 1987 109:51

we

- 5. This obligation has been assigned to Crocker National Bank, 641 Lexington Ave., New York, New York 10022.

CHECK X THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (described real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Raymond S. Sears
(Signature of Debtor)

Ray Sears, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOHN C. LOUIS COMPANY, INC.
(Signature of Secured Party)

Wilmer S. Davison
Type or Print Above Name on Above Line
Wilmer S. Davison, President

County Filing Officer copy

11-50

STATE OF MARYLAND

FINANCING STATEMENT FORM UC 900 513 ¹⁰⁰⁵⁹⁹ Identifying File 208207

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ABLE LAWN SERVICE, Inc. ROD TAYLOR
 Address 1711 USHER AVE CROFTON, MARYLAND 21114

2. ~~SECURED PARTY~~ ASSIGNEE

Name KUBOTA CREDIT CORPORATION, USA
SOUTHEAST DIVISION
 Address 4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORDING FEE 11.00
 POSTAGE .50
 JUN 25 1987

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 2 - KUBOTA MOWERS MN# F2000 SN# 10135/10297
- 2 - WOODS MOWERS RM600 S/N 9016/9054

Name and address of Assgnee SECURED PARTY
BALDWIN SERVICE CENTE R INC.
41 DEFENSE HIGHWAY
ANNAPOLIS, MARYLAND 21401

KUBOTA CONTRACT #13400- 839661

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Rod Taylor
 (Signature of Debtor)
 ROD TAYLOR
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 Type or Print Above Signature on Above Line

[Signature] CORP. SECY.
 (Signature of Secured Party)
 BALDWIN SERVICE CENTE R INC.
 Type or Print Above Signature on Above Line

115.50

STATE OF MARYLAND
 800 513 591
 FINANCING STATEMENT FORM UCC-1

Identifying File 268207

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carl D. Warner
 Address 2756 Bon Haven Lane, Annapolis, Md. 21401

2. SECURED PARTY

Name W.J. Richardson & Sons, Inc.
 Address 6400 Windsor Mill Rd.
 Baltimore, MD. 21207

RECORD FEE 11.00
 07/27/87 07:53
 JUN 25 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Kubota	B5300BT	Tr. tires	61917
	K91	loader	N/S
	RB5	blade	N/S
	D9813	draw bar	N/S

UCC# 54800- 811435

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Carl D. Warner
 (Signature of Debtor)

Carl D. Warner
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

W. E. Richardson, Pres.
 (Signature of Secured Party)

William E. Richardson
 Type or Print Above Signature on Above Line

11-

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 54,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk Circuit Court of Anne Arundel County

5. Debtor(s) Name(s) St. Paul Computer Center, Inc. Address(es) 300 Hospital Drive
Glen Burnie, Maryland 21061

6. Secured Party Equitable Bank National Association Address 100 S. Charles Street
 Attention: B. Miller Baltimore, Maryland 21201

RECORD FEE 11.00
 RECORD TAX 378.00
 POSTAGE .50
 JUN 25 1987

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors St. Paul Computer Center, Inc.
 By: Frederick Levinsky, President (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk Please return to the Equitable Bank National Association to the officer and at the address set forth in paragraph 6 above

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

11 378 50

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association and St. Paul Computer Center, Inc.

Section F - Continued

Computer Equipment

- (1) Sperry Extension
- (1) Sperry Disk Drive 8470-#4380
- (1) Sperry Disk Drive 8470-#4465
- (1) UDS 208 A/B MB #5613
- (1) Sperry SVT 1120 #001138
- (1) Sperry SVT 1120 #013061
- (1) Sperry SVT 1120 #008574
- (1) OKI Date 192 #528A0086309
- (1) Hays 1200 Modem #3672124668
- (1) Hays 1200 Modem #4002124654
- (1) Emerald Tape System #20068611
- (1) Emerald Tape System #10128612
- (1) UDS 208 A/B MB #5684
- (1) Sperry 115 Printer #0113721-000

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

268270

800 513 594

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Billings & Bireckhead, Inc.

2408 Crofton Blvd.
Crofton, MD 21114

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md. u

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All inventory, accounts receivable and equipment now owned or hereafter acquired by Borrower and all proceeds (cash and non-cash) of such inventory, accounts receivable and equipment.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Billings & Bireckhead, Inc.

FARMERS NATIONAL
BANK OF MARYLAND

BY: *[Signature]*

BY: *Michael B. Bireckhead*

BY *Danna J. Stevens*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

[Handwritten mark]

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. ~~00X~~ 513 PAGE 515

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

268353

Name Chemical Enterprises, Inc.
Address 8582 Katy Freeway, Suite 202, Houston, TX, 77024

2. SECURED PARTY

Name Security Pacific Business Credit Inc.
Address 1 East 22nd Street, Suite 220, Lombard, IL, 60148

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EXHIBIT "A".

Name and address of Assignee
RECORD FEE 11.00
#000630 C777 R03 T14:54
06/25/87
CK

FILED WITH ANNE ARUNDEL COUNTY, MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Robert Smitana
(Signature of Debtor)

CHEMICAL ENTERPRISES, INC.
Robert Smitana
(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert Z. Smitana A.P.
(Signature of Secured Party)

SECURITY PACIFIC BUSINESS CREDIT INC.
Type or Print Above Signature on Above Line

11/9

EXHIBIT "A"

All of the following property, or interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: accounts, inventory, goods, furniture, general intangibles (including, without limitation, goodwill, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, licenses, leasehold interest in real and personal property, franchises, tax refund claims, and guarantee claims, security interest or other security held by or granted to Debtor to secure payment of Debtor's accounts), tax refunds, chattel paper, contract rights, instruments, documents, notes, returned and repossessed goods and all other personal property or interest in personal property; together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, proceeds of insurance policies insuring any of the foregoing), all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing, and all insurance policies insuring any of the foregoing.

Mail to Security Pacific

FINANCING STATEMENT

To be filed with the State Department of Assessments and Taxation; Land Records of Anne Arundel County, Maryland; and Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust securing a debt in the principal amount of \$2,100,000.00, or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME AND ADDRESS OF DEBTOR:

John S. Meneely
6047 Herring Bay Road
Deale, Maryland 20751

NAME AND ADDRESS OF SECURED PARTY:

Farmers National Bank of Maryland
5 Church Circle
Annapolis, Maryland 21401
Attn: Ross J. Selby

NAME AND ADDRESS OF TRUSTEES:

Ross J. Selby and William A. Walker, II
5 Church Circle
Annapolis, Maryland 21401

1. This Financing Statement covers the following items of property:

- A. All personal property of every kind and nature whatsoever, construction and building materials, apparatus, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the hereinafter described property or any interest or estate therein, and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds, all laundry, refrigerating, air condition, incinerating and sprinkling and other fire prevention or extinguishing equipment, all power equipment, communications and radio apparatus, ducts, compressors, security systems of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.
- B. Proceeds of the above described collateral, accessions and after-acquired property are covered hereunder.

- C. All contract rights, earnings, revenues, rents, issues, profits and other income of and from the hereinafter described property and other collateral, and all present and future accounts, general intangibles, chattel paper, documents, warranty rights and instruments relating to, derived from or otherwise appertaining to the hereinafter described property or any part thereof including all such rights heretofore granted or assigned by Debtor to Security Party by the Deed of Trust or other similar documents.
 - D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property describe din the Deed of Trust hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
2. The above-described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, all as more fully described on Exhibit A attached hereto and incorporated by reference herein and more fully described in and conveyed to the Trustees in the Deed of Trust, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the security agreement to this secured transaction.

Dated: June 15th, 1987

DEBTOR SIGNATURE:

SECURED PARTY SIGNATURES:

FARMERS NATIONAL BANK OF MARYLAND

John S. Meneely
John S. Meneely

BY: *Ross J. Selby*
Ross J. Selby, Vice President

Filing Officer:

After recordation, please return to:

Pat Weiss
Manis, Wilkinson, Snider & Goldsborough, Chartered
P.O. Box 1911
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8855

ANNEX B

DESCRIPTION OF HERRING BAY MARINA

BEGINNING for the same at a point on the westerly side of a twenty (20) foot wide road at the end of the first line of that conveyance from Leonard A. Manifold, single, George M. Nutwell and Martha M. Nutwell, his wife, to George H. Thompson by deed dated September 14, 1948, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 489, Folio 41; thence from the point of beginning so fixed and binding on the second line of the aforesaid conveyance North $72^{\circ} 44'$ West, 128.01 feet to the tidewaters of Tracy's Creek, thence with the tidewaters of Tracy's Creek South $17^{\circ} 53'$ West, 12.16 feet to a point which marks the beginning of the second line of Lot No. 3 which is the secondly described tract in that conveyance from Susan Tillson, single, to Leonard A. Manifold, and George M. Nutwell and wife by deed dated November 8, 1947 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 442, folio 386, thence with the second and third lines of the aforesaid conveyance and the tidewaters of Tracy's Creek South $17^{\circ} 57'$ West, 155.30 ft. and South $2^{\circ} 03'$ West, 222.20 ft. to a point which marks the end of the first line of that conveyance from Mary Elizabeth Olson, et al to George M. Nutwell and wife by deed dated March 11, 1960, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber C.T.C. 1404, folio 551, thence continuing with the tidewaters of Tracy's Creek and the outlines of the aforesaid conveyance from Susan Tillson to Leonard Manifold, et al, the following five courses and distances, South $21^{\circ} 40'$ West, 73.70 ft., South $0^{\circ} 31'$ East, 12.65 ft., South $19^{\circ} 49'$ West, 205.01 ft., South $2^{\circ} 28'$ East, 16.88 ft. and South $89^{\circ} 56' 40''$ East, 20.56 ft. to the tidewaters of Rockhold Creek, thence with the tidewaters of said Creek North $23^{\circ} 08'$ East, 96.85 ft. and North $29^{\circ} 03'$ East, 359.40 ft. to a point which marks the beginning of the aforesaid conveyance from Mary Elizabeth Olson, et al, to George M. Nutwell and wife, thence continuing with the tidewaters of Rockhold Creek and the southeast outline of the thirdly described tract in that from Susan Tillson to Leonard A. Manifold and George M. Nutwell and wife by deed dated November 8, 1947 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 442, folio 386, North $35^{\circ} 36'$ East, 104.13 feet, thence North $48^{\circ} 36'$ East, 136.06 feet, thence North $19^{\circ} 19'$ East 12.59 feet, thence leaving the tidewaters of Rockhold Creek and with the northeast line of the aforesaid conveyance North $57^{\circ} 56'$ West, 141.18 ft. to a point on the easterly side of a sixteen (16) foot wide road, thence crossing said sixteen (16) foot wide road North $57^{\circ} 56'$ West, 16.54 ft. to the westerly side of said road, thence with the westerly side of said road North $21^{\circ} 15'$ East, 123.0 ft., thence with the westerly side of a twenty (20) foot wide road, North $17^{\circ} 16'$ East, 46.0 feet to the point of beginning. Containing 2.82 acres of land, more or less, according to a survey by Theodore T. Pantaleo, Surveyor in February 1961.

BOOK 513 PAGE 600

GROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 435

Page No. 470

Identification No. 237171

Dated March 26, 1981

1. Debtor(s) { Richard L. and Deborah D. Stone
 Name or Names—Print or Type
512 Madingley Road, Linthicum, (A.A.Co.) MD 21090
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

13.00
 .50
 JUN 25 87
 CK



Dated: MAY 06 1987

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

**END
LIBER**